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### **VIA CM/ECF FILING**

Magistrate Judge Robert Illman
United States District Court for the Northern District of California

Re: Glass Egg Digital Media v. Gameloft, Inc. et al., Case No.: 17-cv-04165-MMC
Joint Letter Brief Pursuant to May 10, 2019 Order

Magistrate Judge Illman:

In this action for copyright infringement, conversion, and unfair competition, Plaintiff Glass Egg Digital Media Limited ("Glass Egg" or "Plaintiff") and Defendant Gameloft SE ("GLSE") dispute the scope of jurisdictional discovery permitted by the Court's February 12, 2018 Order allowing discovery concerning specific jurisdiction on: "(a) the size of Gameloft SE's business in California and (b) the identity of the Gameloft entity/entities that operate(s) the website accessible to website users." (Order Granting in Part and Deferring Ruling in Part on Defendants' Motion to Dismiss ("February 12 Order"), Dkt. 94).

After the Court issued its February 12 Order, Plaintiff served GLSE with 410 written discovery requests (162 Requests for Production, 206 Requests for Admission, and 22 Interrogatories) and a Rule 30(b)(6) deposition notice on 25 topics. GLSE timely objected to many of Plaintiff's discovery requests, as among other things, exceeding the scope of jurisdictional discovery allowed permitted by the Court. On February 19, 2019, GLSE informed Plaintiff that it had located and would produce certain documents, under agreed procedures to comply with the Hague Convention and French law, subject to a Stipulated Protective Order, and that Plaintiff could examine GLSE's witness(es) with respect to the existence of responsive documents. Plaintiff elected to defer implementation of those procedures pending determination of the present issues concerning the scope of permissible jurisdictional discovery.

On April 5, 2019, the parties filed a joint letter regarding the present jurisdictional discovery dispute. (Dkt. 165). On May 15, 2019, the Court ordered the parties to file a joint letter brief "strictly" adhering to the following form: First, GLSE will "produce a numbered list of any requested discovery items that are moot, that were unable to be found, that do not exist, or that have been or will be produced – each item of which shall be coupled with a 1-sentence explanation to that effect." (Dkt. 173, 4:4-7). Second, "Plaintiff will follow with a numbered list of any <u>other</u> requested discovery items coupled with a 1-sentence explanation for why such discovery was encompassed by Judge Chesney's order." (*Id.*, 4:7-9 (emphasis in original)). Third, "GLSE will follow with a matching numbered list where each rejected item is coupled with a 1-sentence explanation for why the request was not encompassed by Judge Chesney's order." (*Id.*, 4:9-11).



GLSE'S position regarding third-party subpoena disputes under Dkt. 173 Order: GLSE's portion of the joint letter (Dkt. No. 165) and brief (Dkt. No. 172) concerning the scope of discovery, both of which led to the present joint letter, objected to Plaintiff's subpoenas to seventeen (17) third parties on the grounds, and to the extent, those subpoenas are beyond the scope of permissible discovery and constitute an attempt to do an "end run" a round the limitations of the February 12, 2018 jurisdictional order. GLSE also joined with Gameloft, Inc. in a letter motion to quash (Dkt. 168), those subpoenas on the same grounds. Whether the 17 subpoenas have independent relevance to Glass Egg's claims against Gameloft, Inc. has been reserved for later determination and is not at issue in this letter. When Plaintiff failed to address the subpoenas in Plaintiff's "List 2" above, within the schedule agreed between Plaintiff and GLSE for the exchange of letter drafts, on May 23, 2019, GLSE pointed out the failure and requested that Plaintiff confirm waiver of the subpoenas or promptly add the subpoenas to Plaintiff's "List 2." Plaintiff refused to do either. Plaintiff took the position that the court's May 10, 2019 order for this joint letter (Dkt. 173) somehow prohibited the parties from addressing their disputes over the 17 subpoenas. GLSE disagreed. Plaintiff then took the position that the parties should send a letter to the court concerning that dispute and propose to the court that the Plaintiff and GLSE file a further letter brief after the court-ordered due date for this letter, which is in GLSE's view intended to address all discovery disputes. Despite repeated requests from GLSE, Plaintiff has refused to either waive its contention to or address the basis for its 17 subpoenas in its List 2. GLSE will provide the exchange of emails on these issues at the court's request. GLSE, therefore, submits that Plaintiff has violated the court's order and waived any claim to enforce its massively overbroad, deliberate harassment to business relationships and burdensome demands contained in its 17 subpoenas with respect to a very limited jurisdictional issue. Alternatively, GLSE submits the position statements below concerning the third-party subpoenas.

Plaintiff's position regarding third-party subpoena disputes under Dkt. 173 Order: The court's order at Dkt. 173 ("the Order") requires the parties to strictly adhere to a format of three (3) lists. The first list covers any "requested discovery items" by Plaintiff against GLSE for which GLSE claims are "moot, that were unable to be found, that do not exist, or that have been or will be produced." The second list requires Plaintiff to provide a "list of any other requested discovery items", the same phrase "requested discovery items" used in the first list, meaning the same items requested of GLSE. (Emphasis in original.) Consequently, Plaintiff understands "other" to mean other discovery against GLSE not covered in the first list. GLSE understands "other" to mean all other discovery, including the subpoenas. The third list requires GLSE to provide a "list where each rejected item is coupled with a 1-sentence explanation for why the request was not encompassed by Judge Chesney's order". Plaintiff understands this list to mean discovery requests propounded by Plaintiff against GLSE but were "rejected" by GLSE since GLSE were not served with any subpoenas to "reject" them. GLSE understands this list to mean all discovery including the subpoenas. Plaintiff's understanding is further bolstered by the court's description of the dispute in the Order. The Order described Plaintiff's portion of the joint letter at Dkt #165 as a "motion to compel," (at 2:1) then describes GLSE's portion of Dkt #165 identifying party (not non-party) discovery (at 2:7-12). The Order continues to describe the parties' defects without mentioning the subpoenas anywhere in the Order. Furthermore, the subpoenas are the subject of a pending motion to quash, at Dkt. 168, wherein GLSE (along with Gameloft USA) specifically asserts the same jurisdictional scope argument (at p.4). The motion to quash is NOT limited to the issue of



"independent relevance", as GLSE claims above. Given the parties' different understanding of the Order requiring strict compliance, the duplicity of the issue with the motion to quash, Plaintiff suggested the parties jointly request Your Honor clarify this issue to avoid either party inadvertently violating the Order. GLSE has declined ("Plaintiff's Subpoena Position").

The following reflects the format as ordered by the Court. List No. 1 (GLSE's list) starts at page 3, List No. 2 (Plaintiff's List) starts at page 12, and List No. 3 (GLSE's list) starts at page 53. For the convenience of the court, GLSE's List No. 3 repeats Plaintiff's positions as stated in List No. 2 to the extent those positions were provided to GLSE.

## I. GLSE's Numbered List of Requested Discovery Items That Are Moot, That Were Unable To Be Found, That Do Not Exist, Or That Have Been or Will Be Produced.

		Requests for Admission, Set 1	
List	Req.	Request	Reason Request is Moot
No.	No.		
(1)	1	Admit that GL FRANCE operates www.gameloft.com ("Website") for all non-	GLSE admitted that it has held the registration to the
		English versions written in non-English	www.gameloft.com since 2013
		languages since at least January 1, 2013.	and that it has been involved in
			operation of the website since that time.
(2)	2	Admit that non-English versions of the Website can be accessed within the United States of America ("USA"), including California.	GLSE admitted that non-English versions of the Website can be accessed within the USA, including California.
(3)	3	Admit that GL FRANCE operates the English version of the Website if accessed outside of the USA.	GLSE admitted that it has held the registration to the www.gameloft.com since 2013 and that it has been involved in operation of the website since that time.
(4)	12	Admit that GL France signed an agreement with GL USA for GL USA to distribute and market the Asphalt games in the USA.	GLSE admitted that it signed an agreement with Gameloft, Inc. to distribute and market GLSE games in the United States, which could include one or more games in the Asphalt series.
		Requests for Production, Set 1	
List	Req.	Request	Reason Request is Moot
No.	No.		
(5)	1	Sufficient DOCUMENTS reflecting total sales for each fiscal year from 2013 to present.	GLSE informed Plaintiff it would produce reports of US sales of



			mobile car games alleged in the
			Fourth Amended Complaint
(6)	2	Sufficient DOCUMENTS reflecting total sales by	("4AC"). GLSE informed Plaintiff it would
(0)	_	geography, region, country, city and/or state for	produce reports of US sales of
		each fiscal year from 2013 to present.	mobile car games alleged in the
			4AC and that Plaintiff could
			examine GLSE FRCP 30(b)(6)
			witness(es) concerning the
4-3	_		records that were available.
(7)	3	All DOCUMENTS which REFER, RELATE TO, or	GLSE informed Plaintiff it would
		REFLECT sales attributed to California for each	produce reports of US sales of
		fiscal year from 2013 to present.	mobile car games alleged in the 4AC and that Plaintiff could
			examine GLSE FRCP 30(b)(6)
			witnesses concerning the
			records that were available.
(8)	4	Sufficient DOCUMENTS reflecting total revenue	GLSE informed Plaintiff it would
, ,		for each fiscal year from 2013 to present.	produce reports of US sales of
		,	mobile car games alleged in the
			4AC and that Plaintiff could
			examine GLSE FRCP 30(b)(6)
			witnesses concerning the
4-2			records that were available.
(9)	5	Sufficient DOCUMENTS reflecting total revenue	GLSE informed Plaintiff it would
		by geography, region, country, city and/or state	produce reports of US sales of mobile car games alleged in the
		for each fiscal year from 2013 to present.	4AC and that Plaintiff could
			examine GLSE FRCP 30(b)(6)
			witnesses concerning the
			records that were available.
(10)	6	All DOCUMENTS which REFER, RELATE TO, or	GLSE informed Plaintiff it would
		REFLECT revenue attributed to California for	produce reports of US sales of
		each fiscal year from 2013 to present.	mobile car games alleged in the
			4AC and that Plaintiff could
			examine GLSE FRCP 30(b)(6)
			witnesses concerning the records that were available.
(11)	7	Sufficient DOCUMENTS reflecting total profits	GLSE informed Plaintiff it would
(11)	,	for each fiscal year from 2013 to present.	produce reports of US sales of
		101 Cacil liscal year from 2013 to present.	mobile car games alleged in the
			4AC and that Plaintiff could
			examine GLSE FRCP 30(b)(6)
			witnesses concerning the



			records that were available.
(12)	8	Sufficient DOCUMENTS reflecting total profits by geography, region, country, city and/or state for each fiscal year from 2013 to present.	GLSE informed Plaintiff it would produce reports of US sales of mobile car games alleged in the 4AC and that Plaintiff could examine GLSE FRCP 30(b)(6) witnesses concerning the records that were available.
(13)	9	All DOCUMENTS which REFER, RELATE TO, or REFLECT profits attributed to California for each fiscal year from 2013 to present.	GLSE informed Plaintiff it would produce reports of US sales of mobile car games alleged in the 4AC and that Plaintiff could examine GLSE FRCP 30(b)(6) witnesses concerning the records that were available.
(14)	13	Sufficient DOCUMENTS reflecting the economic value of digital assets purchased by users by geography, region, country, city and/or state for each fiscal year from 2013 to present.	GLSE informed Plaintiff it would produce reports of US sales of mobile car games alleged in the 4AC and that Plaintiff could examine GLSE FRCP 30(b)(6) witnesses concerning the records that were available.
(15)	14	All DOCUMENTS which REFER, RELATE TO, or REFLECT the economic value attributed to California of digital assets purchased by users for each fiscal year from 2013 to present.	GLSE informed Plaintiff it would produce reports of US sales of mobile car games alleged in the 4AC and that Plaintiff could examine GLSE FRCP 30(b)(6) witnesses concerning the records that were available.
(16)	16	All DOCUMENTS which REFER, RELATE TO, or REFLECT the names of any and all 3D digital car purchased by users associated with California or each fiscal year from 2013 to present.	GLSE responded that it has not located any documents in its possession, custody, or control that are responsive to this request.
(17)	17	Sufficient DOCUMENTS reflecting any and all advertisers who target users with a California physical or IP address for each fiscal year from 2013 to present.	GLSE responded that it has not located any documents in its possession, custody, or control that are responsive to this request.
(18)	18	Sufficient DOCUMENTS reflecting the revenue generated from advertisers who target users with a California physical or IP address for each fiscal year from 2013 to present.	GLSE responded that it has not located any documents in its possession, custody, or control that are responsive to this request.



(19)	29	Sufficient DOCUMENTS reflecting the number of advertising campaigns targeted at users associated with California.	GLSE responded that it has not located any documents its possession, custody, or control that are responsive to this request.
(20)	31	All DOCUMENTS which REFER, RELATE TO, or REFLECT any advertising campaign for advertisers that targeted or targets users associated with California either through location, user preference, interests and lifestyles, and/or any other demographical information.	GLSE responded that it has not located any documents in its possession, custody, or control that are responsive to this request.
(21)	39	Sufficient DOCUMENTS reflecting any and all agreements between YOU and any company with a California business address to distribute, market, and/or sell YOUR games.	GLSE informed Plaintiff it would produce the licensing and servicing agreements between GLSE and Gameloft, Inc. and an Apple Developer License Agreement and that Plaintiff could examine GLSE FRCP 30(b)(6) witnesses concerning the records that were available.
(22)	40	Sufficient DOCUMENTS reflecting the economic value derived from any and all agreements between YOU and any company with a California business address to distribute, market, and/or sell YOUR games.	GLSE informed Plaintiff it would produce the licensing and servicing agreements between GLSE and Gameloft, Inc. and an Apple Developer License Agreement and that Plaintiff could examine GLSE FRCP 30(b)(6) witnesses concerning the records that were available.
(23)	42	Sufficient DOCUMENTS reflecting any and all marketing, advertising, or sponsorship activities by YOU to promote or sell YOUR games in any offline or online advertising outlet or media, including newspapers, advertising agency, publicists, magazines, sponsorships of events in California, sponsorships of organizations based in California, TV commercials, TV shows, amusement parks, websites, blogs, game review websites, among others, and whose main audience, members, readership, and/or viewership are California users.	GLSE responded that it has not located any documents in its possession, custody, or control that are responsive to this request.
(24)	43	Sufficient DOCUMENTS reflecting any and all	GLSE responded that it has not



	1	T	1
		marketing, advertising, or sponsorship activities	located any documents in its
		by YOU to promote or sell YOUR in-game	possession, custody, or control
		advertising solution in any offline or online	that are responsive to this
		advertising outlet or media, including	request.
		newspapers, advertising agency, publicists,	
		magazines, sponsorships of events in California,	
		sponsorships of organizations based in	
		California, TV commercials, TV shows,	
		amusement parks, websites, blogs, game review	
		websites, among others, and whose main	
		audience, members, readership, and/or	
		viewership are California users.	
(25)	59	All DOCUMENTS which REFER, RELATE TO, or	GLSE responded that it has not
		REFLECT any outreach to California residents	located any documents in its
		through any form social media such as	possession, custody, or control
		Facebook, Twitter, LinkedIn, or similar social	that are responsive to this
		media platforms.	request.
(26)	60	All DOCUMENTS which REFER, RELATE TO, or	GLSE responded that it has not
		REFLECT any outreach to California residents on	located any documents in its
		any of the app platforms used to distribute	possession, custody, or control
		YOUR games.	that are responsive to this
		, and the second	request.
(27)	61	Sufficient DOCUMENTS reflecting the launch of	GLSE responded that it has not
		any game in any California either offline or	located any documents in its
		online.	possession, custody, or control
			that are responsive to this
			request.
(28)	62	All DOCUMENTS which REFER, RELATE TO, or	GLSE responded that it has not
		REFLECT development of any game within	located any documents in its
		California.	possession, custody, or control
			that are responsive to this
(25)	6-	All coate annual carriers in the case of t	request.
(29)	65	All COMMUNICATIONS between YOU and	GLSE informed Plaintiff it would
		Gameloft, Inc. regarding sales, marketing,	produce the licensing and
		and/or business development since 2013.	servicing agreements between
(20)		Cufficient DOCUMENTS well-stine VOLD	GLSE and Gameloft, Inc.
(30)	66	Sufficient DOCUMENTS reflecting YOUR	GLSE responded that it has not located any documents in its
		relationship with the French American Chamber	1
		of Commerce in San Francisco since 2013.	possession, custody, or control
			that are responsive to this
(21)	67	All COMMUNICATIONS between YOU and the	request. GLSE responded that it has not
(31)	67		-
		French American Chamber of Commerce in San	located any documents in its



		Francisco since 2013.	possession, custody, or control that are responsive to this request.
(32)	68	All DOCUMENTS in any language which indicates that YOU operate www.gameloft.com ("Website") at any time since 2013 to the present.	GLSE informed Plaintiff that it would produce the website registration for www.gameloft.com and that Plaintiff could examine GLSE FRCP 30(b)(6) witness(es) concerning the records that were available.
(33)	69	All DOCUMENTS in any language which indicates that YOU publish the content on the Website at any time since 2013 to the present.	GLSE informed Plaintiff that it would produce the website registration for www.gameloft.com and that Plaintiff could examine GLSE FRCP 30(b)(6) witness(es) concerning the records that were available.
(34)	70	Sufficient DOCUMENTS reflecting that YOU have control and authority to decide what content is published on the Website in any language.	GLSE informed Plaintiff that it would produce the website registration for www.gameloft.com and that Plaintiff could examine GLSE FRCP 30(b)(6) witness(es) concerning the records that were available.
(35)	71	All DOCUMENTS which REFER, RELATE TO, or REFLECT any records (e.g., cookies) that indicates a visitor to the Website is associated with California.	GLSE responded that it does not maintain records that associate a visitor to the Website with the state of their location.
(36)	72	All DOCUMENTS which REFER, RELATE TO, or REFLECT any geo-tagging that enables YOU to associate a user with California.	GLSE responded that it has not located any documents in its possession, custody, or control that are responsive to this request.
(37)	75	All DOCUMENTS which REFER, RELATE TO, or REFLECT YOUR business plans for 2013, 2014, 2015, 2016, and/or 2017 as they relate to California.	GLSE responded that it has not located any documents in its possession, custody, or control that are responsive to this request.
(38)	76	All DOCUMENTS which REFER, RELATE TO, or REFLECT any business development efforts or	GLSE responded that it has not located any documents in its



		activities to market or generate new business in	possession, custody, or control
		or from California users or businesses for YOU or	that are responsive to this
		any of YOUR subsidiaries in 2013, 2014, 2015,	request.
		2016, and/or 2017.	
(39)	77	All DOCUMENTS which REFER, RELATE TO, or	GLSE responded that it has not
		REFLECT YOUR decision to open an office in	located any documents in its
		California or YOUR decision to allow Gameloft,	possession, custody, or control
		Inc. to open an office in California.	that are responsive to this
			request.
(40)	78	Sufficient DOCUMENTS reflecting how YOU	GLSE responded that it has not
		decided to open an office in California or allow	located any documents in its
		Gameloft, Inc. to open an office in California.	possession, custody, or control
			that are responsive to this
			request.
(41)	79	All DOCUMENTS which REFER, RELATE TO, or	GLSE responded that it has not
		REFLECT YOUR decision to not close the office in	located any documents in its
		California.	possession, custody, or control
			that are responsive to this
			request.
	<b>.</b>	Interrogatories, Set 1	Barrier Barrier March
List No.	Req. No.	Request	Reason Request is Moot
(42)	3	How much revenue was generated from the sale	GLSE responded that it referred
(/		of digital assets incorporated into the Asphalt	Plaintiff to the documents it
		games from all California sources for each of the	would produce, <i>i.e.</i> reports of
		fiscal years 2013 to the present?	US sales of mobile car games
		, ,	alleged in the 4AC and that
			Plaintiff could examine GLSE
			FRCP 30(b)(6) witness(es)
			concerning the records that
			were available.
(43)	4	How much revenue was generated from the sale	GLSE responded that it referred
		of digital assets incorporated into the Asphalt	Plaintiff to the documents it
		games from all USA sources for each of the fiscal	would produce, i.e. reports of
		years 2013 to the present?	US sales of mobile car games
		,	alleged in the 4AC and that
			Plaintiff could examine GLSE
			FRCP 30(b)(6) witness(es)
	1		
			concerning the records that
			were available.
		30(b)(6) Topics	



No.	No.		
(44)	1	The factual basis supporting GLSE's responses to Plaintiff's requests for documents served on March 19, 2018 and April 2, 2018.	GLSE informed Plaintiff that it could examine GLSE's witness(es) with respect to the existence of responsive documents.
(45)	2	The factual basis and documents supporting GLSE's denial or admission to any of Plaintiff's requests for admissions served on April 2, 2018.	GLSE informed Plaintiff that it could examine GLSE's witness(es) with respect to the existence of responsive documents. GLSE does not object to Plaintiff examining the witness(es) concerning revenue and profits from mobile car sales in California and concerning the identity of the operator of the gameloft.com website. GLSE objects only to the extent that Plaintiff seeks examination concerning requests for admissions that go beyond the scope of discovery allowed by the February 12, 2018 order.
(46)	3	The factual basis and documents supporting GLSE's responses to any of Plaintiff's written interrogatories served on April 2, 2018.	GLSE informed Plaintiff that it could examine GLSE's witness(es) with respect to the existence of responsive documents. GLSE does not object to Plaintiff examining the witness(es) concerning revenue and profits from mobile car sales in California and concerning the identity of the operator of the gameloft.com website. GLSE objects only to the extent that Plaintiff seeks examination concerning interrogatories that go beyond the scope of discovery allowed by the February 12, 2018 order.
(47)	10	Revenues generated from the purchase of	GLSE informed Plaintiff that it



		digital assets incorporated into the Asphalt games by any player associated with California by way of residence, presence, or IP address or any other means used to geo-tag any player.	could examine GLSE's witness(es) with respect to the existence of responsive documents. GLSE does not object to Plaintiff examining the witness(es) concerning revenue and profits from mobile car sales in California and concerning the identity of the operator of the gameloft.com website. GLSE objects only to the extent that Plaintiff seeks examination concerning subjects that go beyond the scope of discovery allowed by the February 12, 2018 order.
(48)	19	The publication process to post and/or publish content on www.gameloft.com ("Website").	GLSE informed Plaintiff that it could examine GLSE's witness(es) with respect to the existence of responsive documents. GLSE does not object to Plaintiff examining the witness(es) concerning the identity of the operator of the gameloft.com website. GLSE objects only to the extent that Plaintiff seeks examination concerning subjects that go beyond the scope of discovery allowed by the February 12, 2018 order.
(49)	25	The identity of the operator of the Website in any language since January 1, 2013, including the operator's role and scope of authority to publish content and enable any functionality on the Website.	GLSE informed Plaintiff that it could examine GLSE's witness(es) with respect to the existence of responsive documents.



# II. Glass Egg's List of Other Discovery Requests Items With an Explanation as to Why Each Is Encompassed by Judge Chesney's Order (Dkt. 94)

	REQUESTS FOR ADMISSION (Set One)			
List No.	Req. No.	Request	Why is the Request encompassed by Judge Chesney's Order?	
(1)	4	Admit that, in fiscal year 2015, North America accounted for 25% of consolidated world sales of €256.2 million (approximately \$298 million), meaning North America generated approximately €64 million (approximately \$75 million) in revenue.	The sales/revenues received from ads paid by advertisers or digital cars paid by players in North America determines the relative size of GLSE's business in California, as measured by sales activity.	
(2)	5	Admit that, in fiscal year 2015, more than 95% of revenue from smartphones and touch tablets comes from the sale of virtual goods (also known as digital assets).	The sales/revenues received from virtual goods such as digital cars paid by players partly determines the relative size of GLSE's business in California, as measured by sales activity.	
(3)	6	Admit that over 75% of the sales, in fiscal year 2015, in North America were from the USA.	The sales/revenues received from ads paid by advertisers or digital cars paid by players in the USA partly determines the relative size of GLSE's business in California, as measured by sales activity.	
(4)	7	Admit that the largest amount of the sales of digital assets in 2015 in the USA were from California.	The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the relative size of GLSE's business in California, as measured by sales activity.	
(5)	8	Admit that the largest amount of digital assets incorporated in the Asphalt games and purchased in the USA were from California.	The sales/revenues received from digital assets such as digital cars paid by players	



			in the USA partly determines the relative size of GLSE's business, as measured by sales activity.
(6)	9	Admit that the largest number of players of the Asphalt games are associated with California by residence.	The number of players, as measured by residence in California, partly determines sales of ads and digital cars, which measures the size of GLSE's business by mobile game player market share.
(7)	10	Admit that the largest number of players of the Asphalt games are associated with California by presence.	The number of players, as measured by presence in California, partly determines sales of ads and digital cars, which measures the size of GLSE's business by mobile game player market share.
(8)	11	Admit that the largest number of players of the Asphalt games are associated with California by IP address.	The number of players, as measured by California IP address, partly determines sales of ads and digital cars, which measures the size of GLSE's business by mobile game player market share.
(9)	13	Admit that YOU are a signatory to license agreements with strategic partners located in California who hold trademarks used in Asphalt games.	The size of GLSE's business is directly tied to using well-known IP owned by California licensors to attract players and drive sales of ads and digital cars.
(10)	14	Admit that the ability to maintain good business relations with these trademark holders located in California is important to YOUR future development of Asphalt games.	The size of GLSE's business is directly tied to using well-known IP owned by California licensors to attract players and drive sales of ads and digital cars.
(11)	15	Admit that as a result of these trademark licenses from trademark holders located in California, YOU benefit from these brands' reputations which substantially increases the	The size of GLSE's business is directly tied to using well-known IP owned by California licensors to



		sales potential of associated games, including Asphalt games.	attract players and drive sales of ads and digital cars.
(12)	16	Admit that licenses from trademark holders located in California represented at least 30% of sales in fiscal year 2015.	The size of GLSE's business is directly tied to using well-known IP owned by California licensors to attract players and drive sales of ads and digital cars.
(13)	17	Admit that, in fiscal year 2015, YOU implemented an internal structure for a digital advertising network called Gameloft Advertising Solutions ("GLADS") and began selling advertising space within games, including Asphalt games.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(14)	18	Admit that GLADS offers advertisers the ability to geo-target players, including players associated with California by information such as residence, presence, and/or IP address, user preference, interests and lifestyle.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(15)	19	Admit that the Website and/or Asphalt games collect demographical information about players, including residence, location, and other geographical information.	The number of players determines sales of ads and digital cars, which measures the size of GLSE's business by mobile game player market share.
(16)	20	Admit that GLADS enables advertisers to target players associated with California by using information such as residence, presence, and/or IP address, user preference, interests and lifestyle.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(17)	21	Admit that advertisers have targeted players associated with California by using information such as residence, presence, and/or IP address, user preference, interests and lifestyle.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as



			measured by sales activity.
(18)	22	Admit that the ability to target players by geo location adds value to GLADS, enabling the sale of advertising space for a higher price.	The sales/revenues received from ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(19)	23	Admit that the largest amount of revenues generated through GLADS in the USA come from advertisers located in California.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		Admit that the following digital car model was incorporated into one or more the Asphalt games:	The sales/revenues received from digital assets such as digital cars paid by players
(20)	24	Ariel Nomad.	in the USA partly
(21)	25	Aston Martin DB11.	determines the size of GLSE's business in
(22)	26	Aston Martin DB9.	California, as measured by
(23)	27	Aston Martin One 77.	sales activity.
(24)	28	BMW Z4 e 89.	
(25)	29	Cadillac Cien Concept 2002.	
(26)	30	Chevrolet Camaro 2016.	
(27)	31	Chevrolet Camaro LT 2.0L Turbo 2016.	
(28)	32	Chevrolet Camaro z11 50th Edition.	
(29)	33	Chevrolet Camaro Z06.	
(30)	34	Chevrolet Silverado 2500 HD.	
(31)	35	Citroen DS E-Tense.	
(32)	36	Dodge Ram 1500 Rebel.	
(33)	37	Ferrari 488 GTB.	
(34)	38	Ferrari fxxk 2014.	
(35)	39	Ford Fiesta ST GRC.	
(36)	40	Ford Mustang 2015.	
(37)	41	Ford Ranger Dakar.	
(38)	42	Holden Coupe 60.	



(39)	43	Honda NSX 2017.	
(40)	44	Jaguar F Type SVR Coupe 2017.	
(41)	45	Jeep Wrangler Rubicon.	
(42)	46	Koenigsegg Regera 2016.	
(43)	47	Koenigsegg Agera R.	
(44)	48	Lamborghini Aventador lp750-4 Supervolece.	
(45)	49	Lamborghini Egotista.	
(46)	50	Lamborghini Centenaro.	
(47)	51	Land Rover.	
(48)	52	Lotus Evora 410 Sport.	
(49)	53	Man TGX D38.	
(50)	54	Mazzanti Evantra.	
(51)	55	McLaren 675LT 2015.	
(52)	56	Mercedes Benz G500.	
(53)	57	Mercedes Benz AMG GT 2016.	
(54)	58	Mercedes Benz AMG S2016.	
(55)	59	Mercedes Unimog U 4023.	
(56)	60	Mosler GT3.	
(57)	61	Perlini 105F Red Tiger.	
(58)	62	Peugeot 208 T16 WRC.	
(59)	63	Polaris RZR 1000.	
(60)	64	Polo WRC.	
(61)	65	Predator X-18 Intimidator.	
(62)	66	SMG Buggy Dakar.	
(63)	67	Trion Nemesis.	
(64)	68	Volkswagen XL_Sport_Concept_2016.	
(65)	69	VW Beetle GRC.	
(66)	70	VW Polo WRC.	
(67)	71	Admit that players associated with California by information such as residence, presence or IP address, paid a fee to download any one of the following digital car models:  • Ariel Nomad  • Lamborghini	The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of
		Aston Martin DB11     Egotista	GLSE's business in California, as measured by



	72	<ul> <li>Aston Martin DB9</li> <li>Aston Martin One 77</li> <li>BMW Z4 e 89</li> <li>Cadillac Cien Concept 2002</li> <li>Chevrolet Camaro 2016</li> <li>Chevrolet Camaro LT 2.0L Turbo 2016</li> <li>Chevrolet Camaro z11 50th Edition</li> <li>Chevrolet Camaro Z06</li> <li>Chevrolet Silverado 2500 HD</li> <li>Citroen DS E-Tense</li> <li>Dodge Ram 1500 Rebel</li> <li>Ferrari 488 GTB</li> <li>Ferrari fxxk 2014</li> <li>Ford Fiesta ST GRC</li> <li>Ford Mustang 2015</li> <li>Ford Ranger Dakar</li> <li>Holden Coupe 60</li> <li>Honda NSX 2017</li> <li>Jaguar F Type SVR Coupe 2017</li> <li>Jeep Wrangler Rubicon</li> <li>Koenigsegg Regera 2016</li> <li>Koenigsegg Agera R</li> <li>Lamborghini Aventador lp750-4 Supervolece</li> </ul>	<ul> <li>Lamborghini Centenaro</li> <li>Land Rover</li> <li>Lotus Evora 410 Sport</li> <li>Man TGX D38</li> <li>Mazzanti Evantra</li> <li>McLaren 675LT 2015</li> <li>Mercedes Benz G500</li> <li>Mercedes Benz AMG GT 2016</li> <li>Mercedes Benz AMG S2016</li> <li>Mercedes Unimog U 4023</li> <li>Mosler GT3</li> <li>Perlini 105F Red Tiger</li> <li>Peugeot 208 T16 WRC</li> <li>Polaris RZR 1000</li> <li>Polo WRC</li> <li>Predator X-18 Intimidator</li> <li>SMG Buggy Dakar</li> <li>Trion Nemesis</li> <li>Volkswagen XL_Sport_Concept_ 2016</li> <li>VW Beetle GRC</li> <li>VW Polo WRC</li> </ul>	sales activity.
(68)	72	information such as res	ciated with California by sidence, presence or IP ownload more than one	The sales/revenues received from digital assets such as digital cars paid by players



of	the	foll	owing	digital	car	models:

- Ariel Nomad
- Aston Martin DB11
- Aston Martin DB9
- Aston Martin One 77
- BMW Z4 e 89
- Cadillac Cien Concept 2002
- Chevrolet Camaro 2016
- Chevrolet Camaro LT 2.0L Turbo 2016
- Chevrolet Camaro z11 50th Edition
- Chevrolet Camaro Z06
- Chevrolet Silverado 2500 HD
- Citroen DS E-Tense
- Dodge Ram 1500 Rebel
- Ferrari 488 GTB
- Ferrari fxxk 2014
- Ford Fiesta ST GRC
- Ford Mustang 2015
- Ford Ranger Dakar
- Holden Coupe 60
- Honda NSX 2017
- Jaguar F Type SVR Coupe 2017
- Jeep Wrangler Rubicon
- Koenigsegg Regera 2016
- Koenigsegg Agera R
- Lamborghini Aventador lp750-4

- Lamborghini Egotista
- Lamborghini Centenaro
- Land Rover
- Lotus Evora 410 Sport
- Man TGX D38
- Mazzanti Evantra
- McLaren 675LT 2015
- Mercedes Benz G500
- Mercedes Benz AMG GT 2016
- Mercedes Benz AMG S2016
- Mercedes Unimog U 4023
- Mosler GT3
- Perlini 105F Red Tiger
- Peugeot 208 T16 WRC
- Polaris RZR 1000
- Polo WRC
- Predator X-18 Intimidator
- SMG Buggy Dakar
- Trion Nemesis
- Volkswagen XL\_Sport\_Concept\_ 2016
- VW Beetle GRC
- VW Polo WRC

in the USA partly determines the size of GLSE's business in California, as measured by sales activity.



		Supervolece		
(69)	73	information such as re-	ciated with California by sidence, presence or IP by one of the following as individual model on the following the following as individual model on the following the following the following the following individual model on the following as individual model on the following as individual model on the following the following as individual model on the following as individual model on the following the following as individual model on the fol	The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of GLSE's business in California, as measured by sales activity.



(70) 71	<ul> <li>Koenigsegg Regera 2016</li> <li>Koenigsegg Agera R</li> <li>Lamborghini Aventador lp750-4 Supervolece</li> </ul>	<ul> <li>2016</li> <li>VW Beetle GRC</li> <li>VW Polo WRC</li> </ul>	
( <b>70</b> ) 74	information such as re- address, downloaded in	more than one of the models, as individual	The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of GLSE's business in California, as measured by sales activity.



	<ul> <li>Honda NSX 2017</li> <li>Jaguar F Type SVR Coupe 2017</li> <li>Jeep Wrangler Rubicon</li> <li>Koenigsegg Regera 2016</li> <li>Koenigsegg Agera R</li> <li>Lamborghini Aventador lp750-4 Supervolece</li> </ul>	Intimidator  • SMG Buggy Dakar  • Trion Nemesis  • Volkswagen XL_Sport_Concept_ 2016  • VW Beetle GRC  • VW Polo WRC	
<b>(71)</b> 75	information such as readdress, downloaded ar	<ul> <li>eiated with California by sidence, presence or IP by one of the following gregate, most frequently</li> <li>Lamborghini Egotista</li> <li>Lamborghini Centenaro</li> <li>Land Rover</li> <li>Lotus Evora 410 Sport</li> <li>Man TGX D38</li> <li>Mazzanti Evantra</li> <li>McLaren 675LT 2015</li> <li>Mercedes Benz G500</li> <li>Mercedes Benz AMG GT 2016</li> <li>Mercedes Benz AMG S2016</li> <li>Mercedes Unimog U 4023</li> <li>Mosler GT3</li> <li>Perlini 105F Red Tiger</li> </ul>	The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of GLSE's business in California, as measured by sales activity.



		<ul> <li>Ford Fiesta ST GRC</li> <li>Ford Mustang 2015</li> <li>Ford Ranger Dakar</li> <li>Holden Coupe 60</li> <li>Honda NSX 2017</li> <li>Jaguar F Type SVR Coupe 2017</li> <li>Jeep Wrangler Rubicon</li> <li>Koenigsegg Regera 2016</li> <li>Koenigsegg Agera R</li> <li>Lamborghini Aventador lp750-4 Supervolece</li> </ul>	<ul> <li>Peugeot 208 T16 WRC</li> <li>Polaris RZR 1000</li> <li>Polo WRC</li> <li>Predator X-18 Intimidator</li> <li>SMG Buggy Dakar</li> <li>Trion Nemesis</li> <li>Volkswagen XL_Sport_Concept_ 2016</li> <li>VW Beetle GRC</li> <li>VW Polo WRC</li> </ul>	
(72)	76	information such as readdress, downloaded in	<ul> <li>eiated with California by sidence, presence or IP more than one of the odels, in aggregate, most</li> <li>Lamborghini Egotista</li> <li>Lamborghini Centenaro</li> <li>Land Rover</li> <li>Lotus Evora 410 Sport</li> <li>Man TGX D38</li> <li>Mazzanti Evantra</li> <li>McLaren 675LT 2015</li> <li>Mercedes Benz G500</li> <li>Mercedes Benz AMG GT 2016</li> <li>Mercedes Benz AMG S2016</li> <li>Mercedes Unimog U</li> </ul>	The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of GLSE's business in California, as measured by sales activity.



(73)	77	<ul> <li>Dodge Ram 1500 Rebel</li> <li>Ferrari 488 GTB</li> <li>Ferrari fxxk 2014</li> <li>Ford Fiesta ST GRC</li> <li>Ford Mustang 2015</li> <li>Ford Ranger Dakar</li> <li>Holden Coupe 60</li> <li>Honda NSX 2017</li> <li>Jaguar F Type SVR Coupe 2017</li> <li>Jeep Wrangler Rubicon</li> <li>Koenigsegg Regera 2016</li> <li>Koenigsegg Agera R</li> <li>Lamborghini Aventador lp750-4 Supervolece</li> <li>Admit that advertising s associated with Californ</li> </ul>	<ul> <li>Mosler GT3</li> <li>Perlini 105F Red Tiger</li> <li>Peugeot 208 T16 WRC</li> <li>Polaris RZR 1000</li> <li>Polo WRC</li> <li>Predator X-18 Intimidator</li> <li>SMG Buggy Dakar</li> <li>Trion Nemesis</li> <li>Volkswagen XL_Sport_Concept_ 2016</li> <li>VW Beetle GRC</li> <li>VW Polo WRC</li> </ul>	The sales/revenues received from ads displayed while
		Centennial College, Ch Simple Mobile, Hasbro Gillette, Mercedes Bo Mondelez International,	Twentieth Century Fox, Turkcell, Xbox, Coca	racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(74)	78	generated by partners following companies: AppsFlyer, Kochava, Ac S4M, Vindico, adMotio	hips with all of the	The sales/revenues received from ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(75)	79	including the number of	GLADS along with its	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly



			determines the size of GLSE's business, as measured by sales activity.
(76)	80	Admit that the success of the Asphalt games, including the number of players and downloads, were used to market other games to players associated with California.	The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of GLSE's business in California, as measured by sales activity.
(77)	81	Admit that Defendant GL FRANCE signed license agreements with numerous car manufacturers to use the brand names of over 200+ cars in the Asphalt Games, including with Tesla.	The size of GLSE's business is directly tied to using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.
(78)	82	Admit that Defendant GL FRANCE pays a substantial license fee to these brand holders, including to Tesla.	The size of GLSE's business is directly tied to using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.
(79)	83	Admit that the California MARKET is the largest economy for Defendant GL FRANCE in the USA.	The sales/revenues received from players and advertisers in California determines the size of GLSE's business, as measured by sales activity.
(80)	84	Admit that the California MARKET adds the greatest economic value to Defendant GL FRANCE's business in the USA.	The sales/revenues received from players and advertisers in California determines the size of GLSE's business, as measured by sales activity.
(81)	85	Admit that the California MARKET generates the largest revenue for Defendant GL FRANCE's business in the USA.	The sales/revenues received from players and advertisers in California determines the size of GLSE's business, as measured by sales activity.
(82)	86	Admit that California's advertisers and players are targeted in Defendant GL FRANCE's	The sales/revenues received from players and advertisers



		distribution strategy to generate the largest revenue in the USA.	in California determines the size of GLSE's business, as measured by sales activity.
		REQUESTS FOR ADMISSION (Set	Two)
List No.	Req. No.	Request	Why is the Request encompassed by Judge Chesney's Order?
		Admit that players associated with California by residence, presence or IP address, downloaded the following digital car model (and/or associated accessories):	The sales/revenues received from digital assets such as digital cars paid by players in the USA partly
(83)	1	Ariel Nomad.	determines the size of GLSE's business in
(84)	2	Aston Martin DB11.	California, as measured by
(85)	3	Aston Martin DB9.	sales activity.
(86)	4	Aston Martin One 77.	
(87)	5	BMW Z4 e 89.	
(88)	6	Cadillac Cien Concept 2002.	
(89)	7	Chevrolet Camaro 2016.	
(90)	8	Chevrolet Camaro LT 2.0L Turbo 2016.	
(91)	9	Chevrolet Camaro z11 50th Edition.	
(92)	10	Chevrolet Camaro Z06.	
(93)	11	Chevrolet Silverado 2500 HD.	
(94)	12	Citroen DS E-Tense.	
(95)	13	Dodge Ram 1500 Rebel.	
(96)	14	Ferrari 488 GTB.	
(97)	15	Ferrari fxxk 2014.	
(98)	16	Ford Fiesta ST GRC.	
(99)	17	Ford Mustang 2015.	
(100)	18	Ford Ranger Dakar.	
(101)	19	Holden Coupe 60.	
(102)	20	Honda NSX 2017.	
(103)	21	Jaguar F Type SVR Coupe 2017.	
(104)	22	Jeep Wrangler Rubicon.	
(105)	23	Koenigsegg Regera 2016.	



(106)	24	Koenigsegg Agera R.	
(107)	25	Lamborghini Aventador lp750-4 Supervolece.	
(108)	26	Lamborghini Egotista.	
(109)	27	Lamborghini Centenaro.	
(110)	28	Land Rover.	
(111)	29	Lotus Evora 410 Sport.	
(112)	30	Man TGX D38.	
(113)	31	Mazzanti Evantra.	
(114)	32	McLaren 675LT 2015.	
(115)	33	Mercedes Benz G500.	
(116)	34	Mercedes Benz AMG GT 2016.	
(117)	35	Mercedes Benz AMG S2016.	
(118)	36	Mercedes Unimog U 4023.	
(119)	37	Mosler GT3.	
(120)	38	Perlini 105F Red Tiger.	
(121)	39	Peugeot 208 T16 WRC.	
(122)	40	Polaris RZR 1000.	
(123)	41	Polo WRC.	
(124)	42	Predator X-18 Intimidator.	
(125)	43	SMG Buggy Dakar.	
(126)	44	Trion Nemesis.	
(127)	45	Volkswagen XL_Sport_Concept_2016.	
(128)	46	VW Beetle GRC.	
(129)	47	VW Polo WRC.	



		Admit that players associated with California by	The sales/revenues received
		residence, presence or IP address, generated the	from digital assets such as
		most downloads in the USA of the following	digital cars paid by players
		digital car model (and/or associated accessories):	in the USA partly determines the size of
(130)	48	Ariel Nomad.	GLSE's business in
(131)	49	Aston Martin DB11.	California, as measured by
(132)	50	Aston Martin DB9.	sales activity.
(133)	51	Aston Martin One 77.	
(134)	52	BMW Z4 e 89.	
(135)	53	Cadillac Cien Concept 2002.	
(136)	54	Chevrolet Camaro 2016.	
(137)	55	Chevrolet Camaro LT 2.0L Turbo 2016.	
(138)	56	Chevrolet Camaro z11 50th Edition.	
(139)	57	Chevrolet Camaro Z06.	
(140)	58	Chevrolet Silverado 2500 HD.	
(141)	59	Citroen DS E-Tense.	
(142)	60	Dodge Ram 1500 Rebel.	
(143)	61	Ferrari 488 GTB.	
(144)	62	Ferrari fxxk 2014.	
(145)	63	Ford Fiesta ST GRC.	
(146)	44	Ford Mustang 2015.	
(147)	65	Ford Ranger Dakar.	
(148)	66	Holden Coupe 60.	
(149)	67	Honda NSX 2017.	
(150)	68	Jaguar F Type SVR Coupe 2017.	
(151)	69	Jeep Wrangler Rubicon.	
(152)	70	Koenigsegg Regera 2016.	
(153)	71	Koenigsegg Agera R.	
(154)	72	Lamborghini Aventador lp750-4 Supervolece.	
(155)	73	Lamborghini Egotista.	
(156)	74	Lamborghini Centenaro.	
(157)	75	Land Rover.	
(158)	76	Lotus Evora 410 Sport.	



(159)	77	Man TGX D38.	
(160)	78	Mazzanti Evantra.	
(161)	79	McLaren 675LT 2015.	
(162)	80	Mercedes Benz G500.	
(163)	81	Mercedes Benz AMG GT 2016.	
(164)	82	Mercedes Benz AMG S2016.	
(165)	83	Mercedes Unimog U 4023.	
(166)	84	Mosler GT3.	
(167)	85	Perlini 105F Red Tiger.	
(168)	86	Peugeot 208 T16 WRC.	
(169)	87	Polaris RZR 1000.	
(170)	88	Polo WRC.	
(171)	89	Predator X-18 Intimidator.	
(172)	90	SMG Buggy Dakar.	
(173)	91	Trion Nemesis.	
(174)	92	Volkswagen XL_Sport_Concept_2016.	
(175)	93	VW Beetle GRC.	
(176)	94	VW Polo WRC.	
(177)	95	Admit that players associated with California by residence, presence or IP address, generated the most downloads in the USA of the Asphalt games.	The sales/revenues received from digital assets such as digital cars paid by players in the California partly determines the size of GLSE's business in California, as measured by sales activity.
(178)	96	Admit that players associated with California by residence, presence or IP address, generated the most revenue in the USA through the purchase of digital assets sold in the Asphalt games.	The sales/revenues received from digital assets such as digital cars paid by players in the California partly determines the size of GLSE's business in California, as measured by sales activity.



(179)	97	Admit that players associated residence, presence or I most revenue in the USA game ads sold in the Asp	P address, generated the A through the sale of in-	The sales/revenues received from digital assets such as digital cars paid by players in the California partly determines the size of GLSE's business in California, as measured by sales activity.
(180)	98	Admit that players assocresidence, presence or II most downloads in the digital car models in the  • Ariel Nomad  • Aston Martin DB11  • Aston Martin DB9  • Aston Martin One 77  • BMW Z4 e 89  • Cadillac Cien Concept 2002  • Chevrolet Camaro 2016  • Chevrolet Camaro LT 2.0L Turbo 2016  • Chevrolet Camaro z11 50th Edition  • Chevrolet Camaro Z06  • Chevrolet Silverado 2500 HD  • Citroen DS E-Tense  • Dodge Ram 1500 Rebel  • Ferrari 488 GTB  • Ferrari fxxk 2014  • Ford Fiesta ST GRC  • Ford Mustang 2015  • Ford Ranger Dakar  • Holden Coupe 60	P address, generated the USA of the following	The sales/revenues received from digital assets such as digital cars paid by players in the California partly determines the size of GLSE's business in California, as measured by sales activity.



		<ul> <li>Honda NSX 2017</li> <li>Jaguar F Type SVR Coupe 2017</li> <li>Jeep Wrangler Rubicon</li> <li>Koenigsegg Regera 2016</li> <li>Koenigsegg Agera R</li> </ul>	<ul> <li>Intimidator</li> <li>SMG Buggy Dakar</li> <li>Trion Nemesis</li> <li>Volkswagen     XL_Sport_Concept_     2016</li> <li>VW Beetle GRC</li> <li>VW Polo WRC</li> </ul>	
		<ul> <li>Lamborghini         Aventador lp750-4         Supervolece     </li> </ul>		
		Admit that the follow players associated with presence or IP address:		The sales/revenues received from advertisers targeting California players partly
(181)	99	AirBerlin or the legal brand.	entity that owns this	determines the size of GLSE's business, as
(182)	100	Alienware or the legal brand.	entity that owns this	measured by sales activity.
(183)	101	Centennial College or the this brand.	ne legal entity that owns	
(184)	102	Chiquita or the legal enti	ity that owns this brand.	
(185)	103	Lego or the legal entity t	hat owns this brand.	
(186)	104	Kellogg or the legal entire	ty that owns this brand.	
(187)	105	Simple Mobile or the le brand	gal entity that owns this	
(188)	106	Hasbro or the legal entity	y that owns this brand.	
(189)	107	Infiniti or the legal entity	y that owns this brand.	
(190)	108	Warner Bros. or the leg brand.	gal entity that owns this	
(191)	109	Gillette or the legal entit	y that owns this brand.	
(192)	110	Mercedes Benz or the lebrand.	egal entity that owns this	
(193)	111	Disney or the legal entity	y that owns this brand.	
(194)	112	Huawei or the legal entit	y that owns this brand.	
(195)	113	Mondelez International owns this brand.	or the legal entity that	



(196)	114	Twentieth Century Fox or the legal entity that owns this brand.	
(197)	115	LG or the legal entity that owns this brand.	
(198)	116	Close Up or the legal entity that owns this brand.	
(199)	117	Ferrari or the legal entity that owns this brand.	
(200)	118	Turkcell or the legal entity that owns this brand.	
(201)	119	Xbox or the legal entity that owns this brand.	
(202)	120	Coca Cola or the legal entity that owns this brand.	
(203)	121	McDonalds or the legal entity that owns this brand.	
(204)	122	Netflix or the legal entity that owns this brand.	
(205)	123	Admit that advertisers target mostly players associated with California by residence, presence or IP address.	The sales/revenues received from advertisers targeting California players partly determines the size of GLSE's business, as measured by sales activity.
(206)	124	Admit that advertisers registered to do business in California generated the most in-game ad revenue.	The sales/revenues received from advertisers targeting California players partly determines the size of GLSE's business, as measured by sales activity.
(206)	124	in California generated the most in-game ad	from advertisers targeting California players partly determines the size of GLSE's business, as measured by sales activity.  The sales/revenues received from ads displayed while
(206)	124	in California generated the most in-game ad revenue.  Admit that the partnership with the following	from advertisers targeting California players partly determines the size of GLSE's business, as measured by sales activity.  The sales/revenues received from ads displayed while racing with infringing digital cars partly determines the
		in California generated the most in-game ad revenue.  Admit that the partnership with the following company generated revenue from California:  DoubleClick or the legal entity that owns this	from advertisers targeting California players partly determines the size of GLSE's business, as measured by sales activity.  The sales/revenues received from ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as
(207)	125	in California generated the most in-game ad revenue.  Admit that the partnership with the following company generated revenue from California:  DoubleClick or the legal entity that owns this brand.	from advertisers targeting California players partly determines the size of GLSE's business, as measured by sales activity.  The sales/revenues received from ads displayed while racing with infringing digital cars partly determines the
(207)	125 126	in California generated the most in-game ad revenue.  Admit that the partnership with the following company generated revenue from California:  DoubleClick or the legal entity that owns this brand.  Sizmek or the legal entity that owns this brand.  AppsFlyer or the legal entity that owns this	from advertisers targeting California players partly determines the size of GLSE's business, as measured by sales activity.  The sales/revenues received from ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as
(207) (208) (209)	125 126 127	Admit that the partnership with the following company generated revenue from California:  DoubleClick or the legal entity that owns this brand.  Sizmek or the legal entity that owns this brand.  AppsFlyer or the legal entity that owns this brand.	from advertisers targeting California players partly determines the size of GLSE's business, as measured by sales activity.  The sales/revenues received from ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as
(207) (208) (209) (210)	125 126 127 128	in California generated the most in-game ad revenue.  Admit that the partnership with the following company generated revenue from California:  DoubleClick or the legal entity that owns this brand.  Sizmek or the legal entity that owns this brand.  AppsFlyer or the legal entity that owns this brand.  Kochava or the legal entity that owns this brand.	from advertisers targeting California players partly determines the size of GLSE's business, as measured by sales activity.  The sales/revenues received from ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as
(207) (208) (209) (210) (211)	125 126 127 128 129	in California generated the most in-game ad revenue.  Admit that the partnership with the following company generated revenue from California:  DoubleClick or the legal entity that owns this brand.  Sizmek or the legal entity that owns this brand.  AppsFlyer or the legal entity that owns this brand.  Kochava or the legal entity that owns this brand.  AdRiver or the legal entity that owns this brand.	from advertisers targeting California players partly determines the size of GLSE's business, as measured by sales activity.  The sales/revenues received from ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as



(215)	133	Vindico or the legal entity that owns this brand.
(216)	134	adMotion or the legal entity that owns this brand.
(217)	135	Atlas by Facebook or the legal entity that owns this brand.
(218)	136	Barometric or the legal entity that owns this brand.
(219)	137	Innovid or the legal entity that owns this brand.
(220)	138	Reamp or the legal entity that owns this brand.
(221)	139	Moat or the legal entity that owns this brand.
(222)	140	Placed or the legal entity that owns this brand.

#### **REQUESTS FOR FOR PRODUCTION OF DOCUMENTS (Set One)** List Why is the Request Req. **Request** encompassed by Judge No. No. Chesney's Order? Sufficient DOCUMENTS reflecting the total The number of users/players (223)10 number of users who downloaded YOUR games measures the size of GLSE's for each fiscal year from 2013 to present. business by mobile game player market share. Sufficient DOCUMENTS reflecting the total The number of users/players (224)11 number of users who downloaded YOUR games measures the size of GLSE's by geography, region, country, city and/or state business by mobile game for each fiscal year from 2013 to present. player market share. 12 All DOCUMENTS which REFER, RELATE The number of users/players (225)TO, or REFLECT the total number of users measures the size of GLSE's attributed to California who downloaded YOUR business by mobile game games for each fiscal year from 2013 to present. player market share. 15 Sufficient DOCUMENTS reflecting any and all The sales/revenues received (226)names of any 3D digital car purchased by users from digital assets such as digital cars paid by players from 2013 to present. partly determines the size of GLSE's business in California, as measured by sales activity. The sales/revenues received 19 Sufficient DOCUMENTS reflecting the total (227)number of advertisers with a physical business from advertisers/ads address in California or with whom YOU did displayed while racing with



		business in/from California for each fiscal year from 2013 to present.	infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(228)	20	Sufficient DOCUMENTS reflecting the revenue generated from advertisers with a physical business address in California or with whom YOU did business in/from California for each fiscal year from 2013 to present.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(229)	21	Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions target specific users of YOUR games.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(230)	22	Sufficient DOCUMENTS which explains and/or demonstrates how any of YOUR online advertising solutions collect or obtain demographic information, including user preference, interests and lifestyle, or any other information associated with any of the users of YOUR games.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(231)	23	Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions is able to help advertisers target user audiences of YOUR games.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(232)	24	Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions is able to help advertisers target user audiences of YOUR games more efficiently.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.



(233)	25	Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions is able to help advertisers boost their key performance indicators ("KPIs").	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(234)	26	Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions is able to collect or obtain a user's specific physical location through either latitude, longitude, and/or IP address.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(235)	27	Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions is able to target a user based on interests and lifestyle.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(236)	28	Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions is able to target a user based on user preferences.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(237)	30	Sufficient DOCUMENTS to explain and/or demonstrate how YOUR online advertising solutions is able to target users in California based on user preferences, and/or interests and lifestyle to reach users in/from California or using a California IP address.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(238)	32	All DOCUMENTS which REFER, RELATE TO, or REFLECT any license agreements between YOU and any company with a California business address requiring YOU to pay a royalty and/or license fee of any kind.	The size of GLSE's business is directly tied to using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.



(239)	33	Sufficient DOCUMENTS reflecting the economic value derived from any and all license agreements between YOU and any company with a California business address requiring YOU to pay a royalty and/or license fee of any kind.	The size of GLSE's business is directly tied to using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.
(240)	34	Sufficient DOCUMENTS reflecting any and all license agreements between YOU and any car manufacturer with a California business address requiring YOU to pay a royalty and/or license fee of any kind.	The size of GLSE's business is directly tied to using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.
(241)	35	Sufficient DOCUMENTS reflecting the economic value derived from any and all license agreements between YOU and any car manufacturer with a California business address requiring YOU to pay a royalty and/or license fee of any kind.	The size of GLSE's business is directly tied to using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.
(242)	36	Sufficient DOCUMENTS reflecting any and all agreements between YOU and any company with a California business address for any commercial purpose.	The size of GLSE's business in California is reflected by the extent of GLSE's engagement with companies in California as part of its marketing and sales efforts, including advertisers, advertising agencies, human resource companies, car manufacturers, IP owners, conference organizers, among others.
(243)	37	Sufficient DOCUMENTS reflecting the economic value derived from any and all agreements between YOU and any company with a California business address for any commercial purpose.	The size of GLSE's business in California is reflected by the extent of GLSE's engagement with companies in California as part of its marketing and sales efforts, including advertisers, advertising agencies, human resource companies, car manufacturers, IP owners, conference organizers,



			among others.
(244)	38	Sufficient DOCUMENTS reflecting any monies owed pursuant to any and all agreements between YOU and any company with a California business address for any commercial purpose.	The size of GLSE's business in California is reflected by the extent of GLSE's engagement with companies in California as part of its marketing and sales efforts, including advertisers, advertising agencies, human resource companies, car manufacturers, IP owners, conference organizers, among others.
(245)	41	All COMMUNICATIONS between YOU and any company with a California business address and hired or retained to distribute, market, and/or sell YOUR games.	The size of GLSE's business in California is reflected by the extent of GLSE's engagement with companies in California to distribute, market, and/or sell its mobile games.
(246)	44	Sufficient DOCUMENTS reflecting the number and purpose of business trips taken by any of YOUR employees to California since 2013.	The size of GLSE's business in California is reflected by the extent its employees travel to California to engage with business partners and/or attend industry conferences to market and sell its mobile games.
(247)	45	Sufficient DOCUMENTS reflecting the number and purpose of business trips taken by any of YOUR officers to California since 2013.	The size of GLSE's business in California is reflected by the extent its officers travel to California to engage with business partners and/or attend industry conferences to market and sell its mobile games.
(248)	46	Sufficient DOCUMENTS reflecting the number and purpose of business trips taken by any of YOUR board of directors to California since 2013.	The size of GLSE's business in California is reflected by the extent its directors travel to California to engage with



			business partners and/or attend industry conferences to market and sell its mobile games.	
(249)	47	All DOCUMENTS which REFER, RELATE TO, or REFLECT the Gameloft Advertising Solutions' network within California.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
(250)	48	All DOCUMENTS which REFER, RELATE TO, or REFLECT the Gameloft Advertising Solutions' activities within California.		
(251)	49	Sufficient DOCUMENTS reflecting YOUR contractual arrangement with Smart Recruiter in San Francisco.	The size of GLSE's business in California is reflected by the number of staff it has and the extent it recruits and hires personnel in California.	
(252)	50	All COMMUNICATIONS between YOU and Smart Recruiter in San Francisco regarding candidates from California.	The size of GLSE's business in California is reflected by the number of staff it has and the extent it recruits and hires personnel in California.	
(253)	51	Sufficient DOCUMENTS reflecting the number of resumes received from candidates associated with California.	The size of GLSE's business in California is reflected by the number of staff it has and the extent it recruits and hires personnel in California.	
(254)	52	Sufficient DOCUMENTS reflecting the number of candidates associated with California that YOU hired.	The size of GLSE's business in California is reflected by the number of staff it has and the extent it recruits and hires personnel in	



			California.	
(255)	53	Sufficient DOCUMENTS reflecting any legal document RELATING to the Website or any game whereby California and/or the exercise of jurisdiction in California was or is the venue to resolve disputes of any kind.	The author, publisher, and/or owner of the content dictating legal terms such as dispute resolution on the Website tends to identify who operates the Website.	
(256)	54	Sufficient DOCUMENTS to indicate the commercial reasons why California was chosen as the venue to resolve disputes RELATING to the Website or any game.	and/or owner of the content	
(257)	55	Sufficient DOCUMENTS to indicate which other jurisdictions were considered to resolve disputes, but not selected for the Website or any game.	we and/or owner of the content	
(258)	56	Sufficient DOCUMENTS reflecting any legal document whereby California law of any kind (e.g., commercial, privacy, contract, employment, regulatory) is referenced as controlling or applicable for any purpose RELATING to the Website or any game.	d and/or owner of the content t, dictating legal terms on the Website such as governing	
(259)	57	Sufficient documents to indicate the commercial reasons why California law was referenced as controlling or applicable law RELATING to the Website or any game.	The author, publisher, and/or owner of the content dictating legal terms on the Website such as governing law tends to identify who operates the Website.	
(260)	58	Sufficient documents to indicate all other legal jurisdictions considered to be applicable and/or controlling but not ultimately selected for the Website or any game.	The author, publisher, and/or owner of the content dictating legal terms on the Website such as governing jurisdiction tends to identify who operates the Website.	
(261)	64	All DOCUMENTS which REFER, RELATE	The size of GLSE's business	



		TO, or REFLECT YOUR presence (attendance, sponsorship, or speakership) at any gaming conference in California since 2013.  In California is reflected the extent GLSE attend sponsors or speaks at industry conferences in California to market and its mobile games.	
(262)	65	All COMMUNICATIONS between YOU and Gameloft, Inc. regarding sales, marketing, and/or business development since 2013.	The size of GLSE's business in California is reflected by the extent GLSE spends on revenue generating activities relating to sales, marketing and distributing of its games in California.
(263)	73	All DOCUMENTS in any language which REFER, RELATE TO, or REFLECT any version of the Terms of Use of the Website wherein California is referenced in any way.  The author, publisher, and/or owner of the content dictating terms of use on the Website tends to identify who operates the Website.	
(264)	74	All DOCUMENTS in any language which REFER, RELATE TO, or REFLECT any version of the Privacy Policy for the Website wherein California is referenced in any way since 2013.	The author, publisher, and/or owner of the content dictating the privacy policy used on the Website tends to identify who operates the Website.
(265)	81	All DOCUMENTS which REFER, RELATE TO, or REFLECT YOUR decision to work with or selection of advertisers based in California.  The sales/revenues recommend from advertisers/ads displayed while racing infringing digital cars determines the size of GLSE's business, as measured by sales active.	
(266)	82	All DOCUMENTS which REFER, RELATE TO, or REFLECT YOUR decision to work with or selection of advertising agencies based in California.	T The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.



	REQUESTS FOR FOR PRODUCTION OF DOCUMENTS (Set Two)				
List No.	Req. No.	Request	Why is the Request encompassed by Judge Chesney's Order?		
(267)	1	Sufficient DOCUMENTS reflecting the launch of any game in California either offline or online due to the size of the market in California.  The size of GLSE's busi in California is reflected the extent GLSE took path the launch of any game in California.			
(268)	2	All DOCUMENTS which REFER, RELATE TO, or REFLECT how players are associated with California for purposes of geo-targeting due to the size of California's population.	The number of players measures the size of GLSE's business by mobile game player market share.		
(269)	3	All DOCUMENTS which REFER, RELATE TO, or REFLECT any advertiser registered to do business in California with whom YOU do business.  The sales/revenues receiv from advertisers/ads displayed while racing wi infringing digital cars par determines the size of GLSE's business, as measured by sales activity			
(270)	4	All DOCUMENTS which REFER, RELATE TO, or REFLECT any Website functionality that collects information identifying a visitor as a resident or present in California.  The entity that dictates functionalities of the Website and/or collects information gathered by Website tends to identify who operates the Website			
(271)	5	Sufficient DOCUMENTS reflecting how languages were selected for use on the Website.  The entity that selects which languages to be used on the Website tends to identify who operates the Website.			
(272)	6	All DOCUMENTS which REFER, RELATE TO, or REFLECT how languages used on the Website leverage California's diverse population.  The entity that selects which languages to be used on the Website tends to identify who operates the Website.			
(273)	7	All DOCUMENTS which REFER, RELATE TO, or REFLECT languages used on the Website where California was part of the decision for language choice.	The entity that selects which languages to be used on the Website tends to identify who operates the Website.		



(274)	8	All DOCUMENTS which REFER, RELATE TO, or REFLECT online and offline advertisements that track effectiveness via metrics demonstrating advertising impact associated with California.  The size of GLSE's busin in California is reflected the extent GLSE spent an tracked ads to sell its gan and the effectiveness of those ads.			
(275)	9	All DOCUMENTS which REFER, RELATE TO, or REFLECT online and offline advertisements that demonstrate modifications in response to demonstrated advertising impact associated with California.  The size of GLSE's but in California is reflected the extent GLSE modifications add to make them more effective.			
(276)	10	All DOCUMENTS which REFER, RELATE TO, or REFLECT any revenue generated from services associated with California.  The size of GLSE's busing in California is reflected to the extent of any and all revenues generated from California.			
(277)	11	All DOCUMENTS which REFER, RELATE TO, or REFLECT the Google Adwords and the relevant changes that are made to increase views and/or sales of YOUR games to PERSONS associated with California	The size of GLSE's business in California is reflected by the extent GLSE spent and tracked ads to sell its games and the effectiveness of those ads.		
(278)	12	Sufficient DOCUMENTS reflecting all social media ads targeting any PERSONS associated with California.	The size of GLSE's business in California is reflected by the extent GLSE spent and tracked ads to sell its games and the effectiveness of those ads.		
		Sufficient DOCUMENTS reflecting the contractual terms between YOU and:	The sales/revenues received from advertisers/ads		
(279)	13	Air Berlin or the company that owns this brand.	displayed while racing with infringing digital cars partly determines the size of		
(280)	15	Alienware or the company that owns this brand.			
(281)	17	Centennial College or the company that owns this brand.	GLSE's business, as measured by sales activity.		
(282)	19	Chiquita or the company that owns this brand.			
(283)	21	Close Up or the company that owns this brand.			
(284)	23	Coca Cola or the company that owns this brand.			



(285)	25	Disney or the company that owns this brand.		
(286)	27	Ferrari or the company that owns this brand.		
(287)	29	Gillette or the company that owns this brand.		
(288)	31	Hasbro or the company that owns this brand.		
(289)	33	Huawei or the company that owns this brand.		
(290)	35	Infiniti or the company that owns this brand.		
(291)	37	Kellogg or the company that owns this brand.		
(292)	39	Lego or the company that owns this brand.		
(293)	41	LG or the company that owns this brand.		
(294)	43	McDonald's or the company that owns this brand.		
(295)	45	Mercedes-Benz or the company that owns this brand.		
(296)	47	Mondelez International or the company that owns this brand.		
(297)	49	Netflix or the company that owns this brand.		
(298)	51	Simple Mobile or the company that owns this brand.		
(299)	53	Turkcell or the company that owns this brand.		
(300)	55	Twentieth Century Fox or the company that owns this brand.		
(301)	57	Warner Bros. or the company that owns this brand.		
(302)	59	XBox or the company that owns this brand.		
		Sufficient DOCUMENTS reflecting the amount of any and all revenue received from:	The sales/revenues received from advertisers/ads	
(303)	14	Air Berlin or the company that owns this brand.	displayed while racing with infringing digital cars partly	
(304)	16	Alienware or the company that owns this brand.	determines the size of	
(305)	18	Centennial College or the company that owns this brand.	GLSE's business, as measured by sales activity.	
(306)	20	Chiquita or the company that owns this brand.		
(307)	22	Close Up or the company that owns this brand.		
(308)	24	Coca Cola or the company that owns this brand.		
(309)	26	Disney or the company that owns this brand.		
(310)	28	Ferrari or the company that owns this brand.		



(311)	30	Gillette or the company that owns this brand.				
(312)	32	Hasbro or the company that owns this brand.				
(313)	34	Huawei or the company that owns this brand.				
(314)	36	Infiniti or the company that owns this brand.				
(315)	38	Kellogg or the company that owns this brand.				
(316)	40	Lego or the company that owns this brand.				
(317)	42	LG or the company that owns this brand.				
(318)	44	McDonald's or the company that owns this brand.				
(319)	46	Mercedes-Benz or the company that owns this brand.				
(320)	48	Mondelez International or the company that owns this brand.				
(321)	50	Netflix or the company that owns this brand.				
(322)	52	Simple Mobile or the company that owns this brand.				
(323)	54	Turkcell or the company that owns this brand.				
(324)	56	Twentieth Century Fox or the company that owns this brand.				
(325)	58	Warner Bros. or the company that owns this brand.				
(326)	60	XBox or the company that owns this brand.				
		Sufficient DOCUMENTS reflecting the contractual terms of the partnership:	The sales/revenues received from advertisers/ads			
(327)	61	with Adjust.	displayed while racing with infringing digital cars partly			
(328)	62	with adMotion.	determines the size of			
(329)	63	with AdRiver.	GLSE's business, as			
(330)	64	with AppsFlyer.	measured by sales activity.			
(331)	65	with Atlas by Facebook.				
(332)	66	with Barometric.				
(333)	67	with DoubleClick.				
(334)	68	with Innovid.				
(335)	69	with Kochava.				
(336)	70	with Moat.				



(337)	71	with Placed.		
(338)	72	with Predicta.		
(339)	73	with Reamp.		
(340)	74	with Sizmek.		
(341)	75	with S4M.		
(342)	76	with Vindico		
(343)	77	Sufficient DOCUMENTS reflecting the number of players associated with California by presence, address, or IP address for each fiscal year since 2013.	The number of players measures the size of GLSE's business by mobile game player market share.	
(344)	78	Sufficient DOCUMENTS reflecting the number of downloads by players associated with California by presence, address, or IP address for each fiscal year since 2013.	The number of downloads is a proxy for the number of players, which measures the size of GLSE's business by mobile game player market share.	
(345)	79	Sufficient DOCUMENTS reflecting any and all contracts between YOU and Gameloft, Inc. for each fiscal year since 2013.	The size of GLSE's business in California is reflected by the extent of GLSE's engagement with Gameloft, Inc. to distribute, market, and/or sell its mobile games.	
(346)	80	Sufficient DOCUMENTS reflecting any and all contracts between YOU and any licensor of trademarks registered to do business in California for each fiscal year since 2013.	and all The size of GLSE's business sor of is directly tied to using well-	
		INTERROGATORIES (Set One	)	
List No.	Req. No.	Request	Why is the Request encompassed by Judge Chesney's Order?	
(347)	1	How much revenue was generated from all California sources for each of the fiscal years 2013 to the present?	The size of GLSE's business in California is reflected by the extent of any and all revenues generated from California sources.	
(348)	2	How much revenue was generated from all USA sources for each of the fiscal years 2013 to the	The relative size of GLSE's business in California is	



		present?	reflected by the extent of any and all revenues generated from the USA.	
(349)	5	How much revenue was generated from in-game advertisements while playing Asphalt games from all California sources for each of the fiscal years 2013 to the present?	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
(350)	6	How much revenue was generated from in-game advertisements while playing Asphalt games from all USA sources for each of the fiscal years 2013 to the present?	halt games from advertisers/ads	
(351)	7	How much revenue was generated from each of these advertisers: AirBerlin, Alienware, Centennial College, Chiquita, Lego, Kellogg, Simple Mobile, Hasbro, Infiniti, Warner Bros., Gillette, Mercedes Benz, Disney, Huawei, Mondelez International Twentieth Century Fox, LG, Close Up, Ferrari, Turkcell, Xbox, Coca Cola, McDonalds, and Netflix for each of the fiscal years 2013 to the present.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
(352)	8	How much revenue was shared with or by each of the following companies: DoubleClick, Sizmek, AppsFlyer, Kochava, AdRiver, Adjust, Predicta, S4M, Vindico, adMotion, Atlas by Facebook, Barometric, Innovid, Reamp, Moat, and Placed for each of the fiscal years 2013 to the present.  These companies assist in generating sales/revenue received from ads display while racing with infring digital cars partly determines the size of GLSE's business, as measured by sales activities.		
(353)	9	Identify (name, contact person, and address) any and all advertisers located in California who have placed ads within Asphalt games for each of the fiscal years 2013 to the present.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as	



			measured by sales activity.	
(354)	10	Identify (name, contact person, and address) any and all advertisers located in USA who have placed any ads in any of the Asphalt games for each of the fiscal years 2013 to the present.	from advertisers/ads	
(355)	11	How much advertising revenue was generated for each advertiser located in California who have placed ads in any of the Asphalt games for each of the fiscal years 2013 to the present?  The sales/revenues receif from advertisers/ads displayed while racing venue infringing digital cars particularly determines the size of GLSE's business, as measured by sales activities.		
(356)	12	How much advertising revenue was generated for each advertiser located in USA who have placed ads in any of the Asphalt games for each of the fiscal years 2013 to the present?	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
(357)	13	How many players are associated with California by residence, presence, or IP address for each of the fiscal years 2013 to the present?	The number of players, which affects the sale of digital cars and ads, measures the relative size of GLSE's business in California by mobile game player market share.	
(358)	14	How many players are associated with the USA by residence, presence, or IP address for each of the fiscal years 2013 to the present?	The number of players, which affects the sale of digital cars and ads, measures the relative size of GLSE's business in California by mobile game player market share.	
(359)	15	How many players associated with California by residence, presence, or IP address have downloaded any digital assets from any Asphalt games for each of the fiscal years 2013 to the present?	The number of players, which affects the sale of digital cars and ads, measures the size of GLSE's business in California by	



				mobile game player market share.
(360)	16	How many players as residence, presence, downloaded any digital games for each of the present?	The number of players, which affects the sale of digital cars and ads, measures the relative size of GLSE's business in California by mobile game player market share.	
(361)	17	Identify (name of campaign, name of advertiser, date of campaign) any or all advertising campaigns for any advertiser in California for each of the fiscal years 2013 to the present?		The sales/revenues received from campaigns for advertisers displaying ads while racing with infringing digital cars partly determines the relative size of GLSE's business, as measured by sales activity.
(362)	18	Identify (name of campaign, name of advertiser, date of campaign) any or all advertising campaigns for any advertiser targeting players associated with California by residence, presence, or IP address for each of the fiscal years 2013 to the present?		The sales/revenues received from campaigns for advertisers displaying ads while racing with infringing digital cars partly determines the relative size of GLSE's business, as measured by sales activity.
(363)	19	Identify the aggregate world revenue (provide separate amount for downloading digital assets and amount from in-game ads) generated by the following digital car models for each of the fiscal years 2013 to the present?  • Ariel Nomad • Aston Martin DB11 • Aston Martin DB9 • Aston Martin One 77 • BMW Z4 e 89 • Cadillac Cien Concept 2002 • Chevrolet Camaro 2016 • Chevrolet Camaro  • Man TGX D38 • Mazzanti Evantra • McLaren 675LT		The sales/revenues received from ads paid by advertisers or digital cars paid by players globally determines the relative size of GLSE's business in California, as measured by sales activity.



		<ul> <li>LT 2.0L Turbo 2016</li> <li>Chevrolet Camaro z11 50th Edition</li> <li>Chevrolet Camaro Z06</li> <li>Chevrolet Silverado 2500 HD</li> <li>Citroen DS E-Tense</li> <li>Dodge Ram 1500 Rebel</li> <li>Ferrari 488 GTB</li> <li>Ferrari fxxk 2014</li> <li>Ford Fiesta ST GRC</li> <li>Ford Mustang 2015</li> <li>Ford Ranger Dakar</li> <li>Holden Coupe 60</li> <li>Honda NSX 2017</li> <li>Jaguar F Type SVR Coupe 2017</li> <li>Jeep Wrangler Rubicon</li> <li>Koenigsegg Regera 2016</li> <li>Koenigsegg Agera R</li> <li>Lamborghini Aventador lp750-4 Supervolece</li> </ul>	<ul> <li>2015</li> <li>Mercedes Benz G500</li> <li>Mercedes Benz AMG GT 2016</li> <li>Mercedes Benz AMG S2016</li> <li>Mercedes Unimog U 4023</li> <li>Mosler GT3</li> <li>Perlini 105F Red Tiger</li> <li>Peugeot 208 T16 WRC</li> <li>Polaris RZR 1000</li> <li>Polo WRC</li> <li>Predator X-18 Intimidator</li> <li>SMG Buggy Dakar</li> <li>Trion Nemesis</li> <li>Volkswagen XL_Sport_Concept_2016</li> <li>VW Beetle GRC</li> <li>VW Polo WRC</li> </ul>	
(364)	20	separate amount for do	me ads) by each of the nodels for each of the	The sales/revenues received from ads paid by advertisers or digital cars paid by players globally determines the relative size of GLSE's business in California, as measured by sales activity.



(265)	21	<ul> <li>Cadillac Cien Concept 2002</li> <li>Chevrolet Camaro 2016</li> <li>Chevrolet Camaro LT 2.0L Turbo 2016</li> <li>Chevrolet Camaro z11 50th Edition</li> <li>Chevrolet Camaro Z06</li> <li>Chevrolet Silverado 2500 HD</li> <li>Citroen DS E-Tense</li> <li>Dodge Ram 1500 Rebel</li> <li>Ferrari 488 GTB</li> <li>Ferrari fxxk 2014</li> <li>Ford Fiesta ST GRC</li> <li>Ford Mustang 2015</li> <li>Ford Ranger Dakar</li> <li>Holden Coupe 60</li> <li>Honda NSX 2017</li> <li>Jaguar F Type SVR Coupe 2017</li> <li>Jeep Wrangler Rubicon</li> <li>Koenigsegg Regera 2016</li> <li>Koenigsegg Agera R</li> <li>Lamborghini Aventador lp750-4 Supervolece</li> </ul>	<ul> <li>Sport</li> <li>Man TGX D38</li> <li>Mazzanti Evantra</li> <li>McLaren 675LT 2015</li> <li>Mercedes Benz G500</li> <li>Mercedes Benz AMG GT 2016</li> <li>Mercedes Benz AMG S2016</li> <li>Mercedes Unimog U 4023</li> <li>Mosler GT3</li> <li>Perlini 105F Red Tiger</li> <li>Peugeot 208 T16 WRC</li> <li>Polaris RZR 1000</li> <li>Polo WRC</li> <li>Predator X-18 Intimidator</li> <li>SMG Buggy Dakar</li> <li>Trion Nemesis</li> <li>Volkswagen XL_Sport_Concept_2016</li> <li>VW Beetle GRC</li> <li>VW Polo WRC</li> </ul>	The cales/ravenues received
(365)	21	interrogatory 19 was	revenue identified in generated by players ifornia by presence,	The sales/revenues received from digital assets such as digital cars paid by players partly determines the relative size of GLSE's business in California, as



			measured by sales activity.
(366)	22	How much of the revenue identified in interrogatory 20 was generated by players associated with California by presence, residence, or IP address?	The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the relative size of GLSE's business in California, as measured by sales activity.
	_	30(b)(6)	
List No.	Req. No.	Request	Why is the Request encompassed by Judge Chesney's Order?
(367)	4	Communications between GLSE and Gameloft, Inc. with respect to any revenue generating activities relating to California, including the Gameloft Advertising Solution, in-game ads, and/or the sale of digital assets incorporated into the Asphalt games.	The size of GLSE's business in California is reflected by the extent of any and all revenues generated from California sources, particularly revenues received from ads paid by advertisers or digital cars paid by player.
(368)	5	Communications between GLSE and Gameloft, Inc. with respect to the publication of content on <a href="https://www.gameloft.com">www.gameloft.com</a> ("Website") referencing California in any way.	The author, publisher, and/or owner of the content dictating the content to be published on the Website tends to identify who operates the Website.
(369)	6	Communications between GLSE and Gameloft, Inc. with respect to functionalities enabled on the Website to collect information from visitors to the Website.	The entity that dictates the functionalities of the Website and/or collects information gathered by the Website tends to identify who operates the Website.
(370)	7	Board minutes referencing revenues generated by any California advertiser, any California licensor, any advertiser targeting players associated with California, or by the purchase of digital assets by Asphalt game players associated with California by way of residence,	The sales/revenues received from ads paid by advertisers or digital cars paid by players in the USA partly determines the relative size of GLSE's business in



		presence, or IP address or any other means used to geo-tag any player.	California, as measured by sales activity.
(371)	8	The collection of any information about visitors to the Website or players to determine their demographics, preferences, interests and lifestyle, and/or location.	The entity that collects information gathered by the Website for commercial use tends to identify who operates the Website.
(372)	9	The collection of any information through the Internet, and/or social media such as Facebook or Twitter about visitors to the Website or players that associates them with California.	The entity that collects information about visitors to the Website for commercial use tends to identify who operates the Website.
(373)	11	Revenues generated from the sale of in game advertising space to advertisers targeting any player associated with California by way of residence, presence, or IP address or any other means used to geo-tag a player.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(374)	12	Revenues generated from the sale of in game advertising space to advertisers with offices or doing business in California.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(375)	13	Revenues generated by Gameloft Advertising Solutions ("GLADS") relating to players associated with California by way of residence, presence, or IP address or any other means used to geo-tag a player.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(376)	14	Revenues generated by GLADS' ability to target specific audiences based on demographics, interests and lifestyle, user preferences, and/or geo location as they relate to players associated with California by way of residence, presence, or IP address or any other means used to geo-tag a player.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.



(377)	15	Revenues generated or paid by any of the following companies as they relate to California: Lego, Kelloggs, Simple Mobile, Airberlin, Hasbro, Infiniti, Warner Bros., Gillette, Mercedes Benz, Alienware, Disney, Huawei, Mondelez International, 20 <sup>th</sup> Century Fox, LG, Closeup, Ferrari, Centennial College, Turkcell, Xbox, Coca Cola, McDonalds, Netflix, Chiquita, DoubleClick, Sizmek, Appsflyer, Kochava, Adriver, adjust, Predicta, S4M, vindico, adMotion, atlas, Barometric, Innovid, reamp, Moat, and/or Placed.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(378)	16	Marketing and distribution expenses either budgeted or incurred related to any marketing or sales activity related to California.	The size of GLSE's business in California is reflected by the extent of GLSE spends on revenue generating activities relating to sales, marketing and distributing of its games in California.
(379)	17	The names and responsibilities of any personnel who has or is being tasked with developing more business or generating more revenue from California advertisers or players associated with California by way of residence, presence, or IP address or any other means used to geo-tag a player.	The size of GLSE's business in California is reflected by the number of staff tasked with increasing business from California sources.
(380)	18	Any plans to develop or increase business from any California advertiser, any advertiser that targets California, or player associated with California by way of residence, presence, or IP address or any other means used to geo-tag a player.	The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
(381)	20	The functionalities on the Website, including how they are identified, developed, and/or enabled on the Website to target specific audiences, including Website visitors associated with California by way of residence, presence,	The entity that dictates the functionalities of the Website and/or collects information gathered by the Website tends to identify who operates the
		or IP address or any other means used to geo-tag a visitor.	Website.



		resolve disputes or as the controlling law for any legal matter relating to the Website, games or promotional activity.	and/or owner of the content dictating legal terms on the Website tends to identify who operates the Website.
(383)	22	The number of players associated with California as it relates to revenue generating activities.	To the extent users generate revenue, such as the purchase of digital cars or the display of ads, this number measures the size of GLSE's business in California by mobile game player market share.
(384)	23	The number of users associated with California as it relates to revenue generating activities.	To the extent users generate revenue, such as the purchase of digital cars or the display of ads, this number measures the size of GLSE's business in California by mobile game player market share.
(385)	24	The number of visitors to the website associated with California as it relates to revenue generating activities.	To the extent visitors generate revenue, such as the purchase of digital cars or the display of ads, this number measures the size of GLSE's business in California by mobile game player market share.

## III. GLSE's Matching Numbered List Where Each Rejected Item Is Coupled With A 1-Sentence Explanation For Why The Request Was Not Encompassed by Judge Chesney's Order.

	Requests for Admission, Set 1				
List No.	Req. No.	Request	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order		
(1)	4	Request: Admit that, in fiscal year 2015, North America accounted for 25% of consolidated world sales of €256.2 million (approximately \$298 million), meaning North America generated approximately €64 million	Plaintiff's Position: The sales/revenues received from ads paid by advertisers or digital cars paid by players in North America determines the relative size of		



		(approximately \$75 million) in revenue.	GLSE's business in California, as measured by sales activity.
		GLSE's Position: The February 12 Order, in the constatements that specific jurisdiction must be based the copyright claim and her reference to the "size economic aspects of revenue and profits, only personales in California attributable to purchases of the car models in-game assets that form the basis of claim.	ed on contacts that are related to e" of business in terms of the ermits discovery concerning GLSE's e specific <i>Asphalt</i> games and digital
(2)	5	Request: Admit that, in fiscal year 2015, more than 95% of revenue from smartphones and touch tablets comes from the sale of virtual goods (also known as digital assets).	Plaintiff's Position: The sales/revenues received from virtual goods such as digital cars paid by players partly determines the relative size of GLSE's business in California, as measured by sales activity.
		GLSE's Position: The February 12 Order, in the constatements that specific jurisdiction must be based the copyright claim and her reference to the "size economic aspects of revenue and profits, only persales in California attributable to purchases of the car models in-game assets that form the basis of claim.	ed on contacts that are related to e" of business in terms of the ermits discovery concerning GLSE's e specific <i>Asphalt</i> games and digital
(3)	6	<b>Request:</b> Admit that over 75% of the sales, in fiscal year 2015, in North America were from the USA.	Plaintiff's Position: The sales/revenues received from ads paid by advertisers or digital cars paid by players in the USA partly determines the relative size of GLSE's business in California, as measured by sales activity.
		GLSE's Position: The February 12 Order, in the constatements that specific jurisdiction must be based the copyright claim and her reference to the "size economic aspects of revenue and profits, only personal sales in California attributable to purchases of the car models in-game assets that form the basis of claim.	ed on contacts that are related to e" of business in terms of the ermits discovery concerning GLSE's e specific <i>Asphalt</i> games and digital
(4)	7	<b>Request:</b> Admit that the largest amount of the sales of digital assets in 2015 in the USA were from California.	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the relative size of



			GLSE's business in California, as measured by sales activity.
		GLSE's Position: The February 12 Order, in the constatements that specific jurisdiction must be based the copyright claim and her reference to the "size economic aspects of revenue and profits, only personales in California attributable to purchases of the car models in-game assets that form the basis of claim.	ed on contacts that are related to e" of business in terms of the ermits discovery concerning GLSE's e specific <i>Asphalt</i> games and digital
(5)	8	Request: Admit that the largest amount of digital assets incorporated in the Asphalt games and purchased in the USA were from California.	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the relative size of GLSE's business, as measured by sales activity.
		GLSE's Position: The February 12 Order, in the constatements that specific jurisdiction must be based the copyright claim and her reference to the "size economic aspects of revenue and profits, only persales in California attributable to purchases of the car models in-game assets that form the basis of claim.	ed on contacts that are related to e" of business in terms of the ermits discovery concerning GLSE's e specific <i>Asphalt</i> games and digital
(6)	9	Request: Admit that the largest number of players of the Asphalt games are associated with California by residence.	Plaintiff's Position: The number of players, as measured by residence in California, partly determines sales of ads and digital cars, which measures the size of GLSE's business by mobile game player market share.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the number of persons who have plat to the size of revenue and profits of GLSE's sales purchases of the specific Asphalt games and digit form the basis of Plaintiff's copyright violation classes.	elated to the copyright claim and if the economic aspects of revenue yed an <i>Asphalt</i> game is irrelevant in California attributable to cal car models in-game assets that
(7)	10	<b>Request:</b> Admit that the largest number of players of the Asphalt games are associated with California by presence.	Plaintiff's Position: The number of players, as measured by presence in California, partly determines sales of ads and digital cars, which measures the



			size of GLSE's business by mobile game player market share.
		glse's Position: In the context of Judge Chesney's jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the number of persons who have plat to the size of revenue and profits of GLSE's sales purchases of the specific Asphalt games and digit form the basis of Plaintiff's copyright violation classes.	elated to the copyright claim and f the economic aspects of revenue yed an <i>Asphalt</i> game is irrelevant in California attributable to all car models in-game assets that
(8)	11	Request: Admit that the largest number of players of the Asphalt games are associated with California by IP address.	Plaintiff's Position: The number of players, as measured by California IP address, partly determines sales of ads and digital cars, which measures the size of GLSE's business by mobile game player market share.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the number of persons who have plat to the size of revenue and profits of GLSE's sales purchases of the specific Asphalt games and digit form the basis of Plaintiff's copyright violation class	elated to the copyright claim and f the economic aspects of revenue yed an <i>Asphalt</i> game is irrelevant in California attributable to all car models in-game assets that
(9)	13	Request: Admit that YOU are a signatory to license agreements with strategic partners located in California who hold trademarks used in Asphalt games.	Plaintiff's Position: The size of GLSE's business is directly tied to using well-known IP owned by California licensors to attract players and drive sales of ads and digital cars.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, GLSE's business relationships with licin Asphalt games is irrelevant to the size of reven California attributable to purchases of the specific models in-game assets that form the basis of Plai	elated to the copyright claim and f the economic aspects of revenue ensors who hold trademarks used ue and profits of GLSE's sales in c Asphalt games and digital car
(10)	14	Request: Admit that the ability to maintain good business relations with these trademark holders located in California is important to YOUR future development of Asphalt games.	Plaintiff's Position: The size of GLSE's business is directly tied to using well-known IP owned by California licensors to attract players and drive sales of ads and digital cars.



		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, GLSE's business relationships with licensors who hold trademarks used in <i>Asphalt</i> games is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(11)	15	Request: Admit that as a result of these trademark licenses from trademark holders located in California, YOU benefit from these brands' reputations which substantially increases the sales potential of associated games, including Asphalt games.	Plaintiff's Position: The size of GLSE's business is directly tied to using well-known IP owned by California licensors to attract players and drive sales of ads and digital cars.	
		glse's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, GLSE's benefit from brands or busine hold trademarks, including those used in Asphalt revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue ss relationships with licensors who games, is irrelevant to the size of ttributable to purchases of the	
(12)	16	Request: Admit that licenses from trademark	Plaintiff's Position: The size of	
		holders located in California represented at least 30% of sales in fiscal year 2015.	GLSE's business is directly tied to using well-known IP owned by California licensors to attract players and drive sales of ads and digital cars.	
		•	using well-known IP owned by California licensors to attract players and drive sales of ads and digital cars.  s hearing statements that specific elated to the copyright claim and f the economic aspects of revenue ensors who hold trademarks and e of revenue and profits of GLSE's e specific Asphalt games and digital	



players associated with California by information such as residence, presence, and/or IP address, user preference, interests and lifestyle.  GLSE's Position: In the context of Judge Chesney's hearing statements that spe jurisdiction must be based on contacts that are related to the copyright claim a her reference to the "size" of business in terms of the economic aspects of reve and profits, the strategy of third-party advertising is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basi Plaintiff's copyright violation claim.  Request: Admit that the Website and/or Asphalt games collect demographical information about players, including residence, location, and other geographical information.  Plaintiff's Position: The num of players determines sales of ads and digital cars, which measures the size of GLSE's business by mobile game pla	sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of
jurisdiction must be based on contacts that are related to the copyright claim a her reference to the "size" of business in terms of the economic aspects of reversand profits, the strategy of third-party advertising is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basi Plaintiff's copyright violation claim.  19 Request: Admit that the Website and/or Asphalt games collect demographical information about players, including residence, location, and other geographical information.  Plaintiff's Position: The num of players determines sales of ads and digital cars, which measures the size of GLSE's business by mobile game pla	GLSE's business, as measured by sales activity.
Asphalt games collect demographical of players determines sales of ads and digital cars, which location, and other geographical information. of players determines sales of ads and digital cars, which measures the size of GLSE's business by mobile game pla	on contacts that are related to the copyright claim and of business in terms of the economic aspects of revenue third-party advertising is irrelevant to the size of 's sales in California attributable to purchases of the digital car models in-game assets that form the basis of
market share.	ographical of players determines sales of including residence, ads and digital cars, which
GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim a her reference to the "size" of business in terms of the economic aspects of reveal and profits, the collection of demographic information about players is irrelevated to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets the form the basis of Plaintiff's copyright violation claim.	on contacts that are related to the copyright claim and of business in terms of the economic aspects of revenue of demographic information about players is irrelevant profits of GLSE's sales in California attributable to
(16) Request: Admit that GLADS enables advertisers to target players associated with California by using information such as residence, presence, and/or IP address, user preference, interests and lifestyle.  GLSE's Position: In the context of Judge Chesney's hearing statements that specific properties and statements and statements and statements and statements and statements that specific properties and statements are statements and statements and statements are statements and statements and statements are statements are statements.	



		jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the content, strategy, and sales of third-party advertising, is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(17)	21	Request: Admit that advertisers have targeted players associated with California by using information such as residence, presence, and/or IP address, user preference, interests and lifestyle.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney's jurisdiction must be based on contacts that are researcher reference to the "size" of business in terms of and profits, the strategy sales of third-party adversed revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in-games Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue rtisers is irrelevant to the size of ttributable to purchases of the
(18)	22	Request: Admit that the ability to target players by geo location adds value to GLADS, enabling the sale of advertising space for a higher price.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the strategy, ability and value thereof advertising, is irrelevant to the size of revenue are California attributable to purchases of the specific models in-game assets that form the basis of Plain	elated to the copyright claim and f the economic aspects of revenue f regarding the sale of third-party od profits of GLSE's sales in c Asphalt games and digital car
(19)	23	Request: Admit that the largest amount of revenues generated through GLADS in the USA come from advertisers located in California.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney	's hearing statements that specific



		jurisdiction must be based on contacts that are related to the copyright claim and				
		her reference to the "size" of business in terms of the economic aspects of revenue and profits, the content, strategy, and sales of third-party advertisers and where				
		they are located, is irrelevant to the size of revenue and profits of GLSE's sales in				
		California attributable to purchases of the specific Asphalt games and digital car				
		models in-game assets that form the basis of Plai				
		<b>Request:</b> Admit that the following digital car model was incorporated into one or more the	Plaintiff's Position: The sales/revenues received from			
		Asphalt games:	digital assets such as digital cars			
(20)	24	Ariel Nomad.	paid by players in the USA partly			
(21)	25	Aston Martin DB11.	determines the size of GLSE's business in California, as			
(22)	26	Aston Martin DB9.	measured by sales activity.			
(23)	27	Aston Martin One 77.				
(24)	28	BMW Z4 e 89.				
(25)	29	Cadillac Cien Concept 2002.				
(26)	30	Chevrolet Camaro 2016.				
(27)	31	Chevrolet Camaro LT 2.0L Turbo 2016.				
(28)	32	Chevrolet Camaro z11 50th Edition.				
(29)	33	Chevrolet Camaro Z06.				
(30)	34	Chevrolet Silverado 2500 HD.				
(31)	35	Citroen DS E-Tense.				
(32)	36	Dodge Ram 1500 Rebel.				
(33)	37	Ferrari 488 GTB.				
(34)	38	Ferrari fxxk 2014.				
(35)	39	Ford Fiesta ST GRC.				
(36)	40	Ford Mustang 2015.				
(37)	41	Ford Ranger Dakar.				
(38)	42	Holden Coupe 60.				
(39)	43	Honda NSX 2017.				
(40)	44	Jaguar F Type SVR Coupe 2017.				
(41)	45	Jeep Wrangler Rubicon.				
(42)	46	Koenigsegg Regera 2016.				
(43)	47	Koenigsegg Agera R.				
(44)	48	Lamborghini Aventador lp750-4 Supervolece.				
(45)	49	Lamborghini Egotista.				



(46)	50	Lamborghini Centenaro.
(47)	51	Land Rover.
(48)	52	Lotus Evora 410 Sport.
(49)	53	Man TGX D38.
(50)	54	Mazzanti Evantra.
(51)	55	McLaren 675LT 2015.
(52)	56	Mercedes Benz G500.
(53)	57	Mercedes Benz AMG GT 2016.
(54)	58	Mercedes Benz AMG S2016.
(55)	59	Mercedes Unimog U 4023.
(56)	60	Mosler GT3.
(57)	61	Perlini 105F Red Tiger.
(58)	62	Peugeot 208 T16 WRC.
(59)	63	Polaris RZR 1000.
(60)	64	Polo WRC.
(61)	65	Predator X-18 Intimidator.
(62)	66	SMG Buggy Dakar.
(63)	67	Trion Nemesis.
(64)	68	Volkswagen XL_Sport_Concept_2016.
(65)	69	VW Beetle GRC.
(66)	70	VW Polo WRC.
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, whether a particular car model is in <i>Asphalt</i> games is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models that form the basis of Plaintiff's copyright violation claim.
(67)	71	Request: Admit that players associated with California by information such as residence, presence or IP address, paid a fee to download any one of the following digital car models:  Ariel Nomad Aston Martin DB11 Aston Martin DB9 Aston Martin One  Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of GLSE's business in California, as measured by sales activity.



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- BMW Z4 e 89
- Cadillac Cien Concept 2002
- Chevrolet Camaro 2016
- Chevrolet Camaro LT 2.0L Turbo 2016
- Chevrolet Camaro z11 50th Edition
- Chevrolet Camaro Z06
- Chevrolet Silverado 2500 HD
- Citroen DS E-Tense
- Dodge Ram 1500 Rebel
- Ferrari 488 GTB
- Ferrari fxxk 2014
- Ford Fiesta ST GRC
- Ford Mustang 2015
- Ford Ranger Dakar
- Holden Coupe 60
- Honda NSX 2017
- Jaguar F Type SVR Coupe 2017
- Jeep Wrangler Rubicon
- Koenigsegg Regera 2016
- Koenigsegg Agera R
- Lamborghini Aventador lp750-4 Supervolece

- Land Rover
- Lotus Evora 410
   Sport
- Man TGX D38
- Mazzanti Evantra
- McLaren 675LT 2015
- Mercedes Benz G500
- Mercedes Benz AMG GT 2016
- Mercedes Benz AMG S2016
- Mercedes Unimog U 4023
- Mosler GT3
- Perlini 105F Red Tiger
- Peugeot 208 T16
   WRC
- Polaris RZR 1000
- Polo WRC
- Predator X-18
   Intimidator
- SMG Buggy Dakar
- Trion Nemesis
- Volkswagen XL\_Sport\_Concept\_ 2016
- VW Beetle GRC
- VW Polo WRC

**GLSE's Position:** In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the simple fact of whether anyone "associated with California" (whatever that means) paid to download such car models is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the



		specific Asphalt games and digital car models that form the basis of Plaintiff's copyright violation claim.			
(68)	72		yers associated with n such as residence, paid a fee to download	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of GLSE's business in California, as measured by sales activity.	
		Coupe 2017 • Jeep Wrangler Rubicon	Volkswagen     XL_Sport_Concept_		



		<ul> <li>Koenigsegg Regera 2016</li> <li>Koenigsegg Agera R</li> <li>Lamborghini Aventador lp750-4 Supervolece</li> </ul>	<ul><li>2016</li><li>VW Beetle GRC</li><li>VW Polo WRC</li></ul>	
		jurisdiction must be bas her reference to the "siz and profits, the simple f (whatever that means) p revenue and profits of G	ed on contacts that are re re" of business in terms of act of whether anyone "a paid to download such ca GLSE's sales in California a and digital car models tha	's hearing statements that specific elated to the copyright claim and if the economic aspects of revenue associated with California" r models is irrelevant to the size of attributable to purchases of the at form the basis of Plaintiff's
(69)	73	Request: Admit that pla California by information presence or IP address, the following digital car model downloads, most  Ariel Nomad  Aston Martin DB11  Aston Martin DB9  Aston Martin One 77  BMW Z4 e 89  Cadillac Cien Concept 2002  Chevrolet Camaro 2016  Chevrolet Camaro LT 2.0L Turbo 2016  Chevrolet Camaro z11 50th Edition  Chevrolet Camaro z06  Chevrolet Silverado 2500 HD  Citroen DS E-Tense  Dodge Ram 1500 Rebel	n such as residence, downloaded any one of models, as individual	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of GLSE's business in California, as measured by sales activity.



		jurisdiction must be bas her reference to the "siz and profits, the simple f (whatever that means) of irrelevant to the size of	ed on contacts that are rece" of business in terms of act of whether anyone "adownloaded such car motrevenue and profits of GL cific Asphalt games and di	s hearing statements that specific elated to the copyright claim and f the economic aspects of revenue associated with California" dels "most frequently in the U.S. is .SE's sales in California attributable igital car models that form the
(70)	74	Request: Admit that pla California by information presence or IP address, one of the following digi individual model downlot the USA:  • Ariel Nomad  • Aston Martin DB11  • Aston Martin DB9  • Aston Martin One 77  • BMW Z4 e 89  • Cadillac Cien Concept 2002  • Chevrolet Camaro	n such as residence, downloaded more than ital car models, as	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of GLSE's business in California, as measured by sales activity.



				s hearing statements that specific elated to the copyright claim and
		her reference to the "siz and profits, the simple fa (whatever that means) of frequently in the USA" is in California attributable	e" of business in terms o act of whether anyone "a lownloaded more than o s irrelevant to the size of	f the economic aspects of revenue associated with California" ne of such car models "most revenue and profits of GLSE's sales cific Asphalt games and digital car
(71)	75	Request: Admit that play California by information presence or IP address, or	n such as residence,	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars



the following digital car models, in aggregate, most frequently in the USA:

- Ariel Nomad
- Aston Martin DB11
- Aston Martin DB9
- Aston Martin One77
- BMW Z4 e 89
- Cadillac Cien Concept 2002
- Chevrolet Camaro 2016
- Chevrolet Camaro LT 2.0L Turbo 2016
- Chevrolet Camaro z11 50th Edition
- Chevrolet Camaro Z06
- Chevrolet Silverado 2500 HD
- Citroen DS E-Tense
- Dodge Ram 1500 Rebel
- Ferrari 488 GTB
- Ferrari fxxk 2014
- Ford Fiesta ST GRC
- Ford Mustang 2015
- Ford Ranger Dakar
- Holden Coupe 60
- Honda NSX 2017
- Jaguar F Type SVR Coupe 2017
- Jeep Wrangler Rubicon
- Koenigsegg Regera 2016
- Koenigsegg Agera R
- Lamborghini Aventador lp750-4

- Lamborghini Egotista
- Lamborghini Centenaro
- Land Rover
- Lotus Evora 410
   Sport
- Man TGX D38
- Mazzanti Evantra
- McLaren 675LT 2015
- Mercedes Benz G500
- Mercedes Benz AMG GT 2016
- Mercedes Benz AMG S2016
- Mercedes Unimog U 4023
- Mosler GT3
- Perlini 105F Red Tiger
- Peugeot 208 T16 WRC
- Polaris RZR 1000
- Polo WRC
- Predator X-18 Intimidator
- SMG Buggy Dakar
- Trion Nemesis
- Volkswagen XL\_Sport\_Concept\_ 2016
- VW Beetle GRC
- VW Polo WRC

paid by players in the USA partly determines the size of GLSE's business in California, as measured by sales activity.



		Supervolece		
		jurisdiction must be base her reference to the "siz and profits, the simple for (whatever that means) of aggregate "most frequent profits of GLSE's sales in	ed on contacts that are rece" of business in terms of act of whether anyone "adownloaded more than of the USA" is irreleved attributable to	s hearing statements that specific elated to the copyright claim and f the economic aspects of revenue associated with California" ne such car models in the ant to the size of revenue and a purchases of the specific Asphalt of Plaintiff's copyright violation
(72)	76	Request: Admit that plate California by information presence or IP address, one of the following digit aggregate, most frequer • Ariel Nomad • Aston Martin DB11 • Aston Martin DB9 • Aston Martin One 77 • BMW Z4 e 89 • Cadillac Cien Concept 2002 • Chevrolet Camaro 2016 • Chevrolet Camaro LT 2.0L Turbo 2016 • Chevrolet Camaro z11 50th Edition • Chevrolet Camaro	n such as residence, downloaded more than ital car models, in	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of GLSE's business in California, as measured by sales activity.
		<ul> <li>Chevrolet Camaro Z06</li> <li>Chevrolet Silverado 2500 HD</li> <li>Citroen DS E-Tense</li> <li>Dodge Ram 1500 Rebel</li> <li>Ferrari 488 GTB</li> <li>Ferrari fxxk 2014</li> <li>Ford Fiesta ST GRC</li> <li>Ford Mustang 2015</li> </ul>	<ul> <li>Mercedes Benz AMG S2016</li> <li>Mercedes Unimog U 4023</li> <li>Mosler GT3</li> <li>Perlini 105F Red Tiger</li> <li>Peugeot 208 T16 WRC</li> <li>Polaris RZR 1000</li> </ul>	



		jurisdiction must be base her reference to the "size and profits, simple fact of that means) downloaded U.S." is irrelevant to the attributable to purchase	ed on contacts that are re ee" of business in terms o of whether anyone "assoo d such car models in the a e size of revenue and prof	s hearing statements that specific elated to the copyright claim and f the economic aspects of revenue ciated with California" (whatever aggregate "most frequently in the cits of GLSE's sales in California games and digital car models that him.
(73)	77		ociated with California lowing companies: ntennial College, Simple Mobile, Hasbro, illette, Mercedes Benz, lez International, LG, Close Up, Ferrari, a, McDonalds, and/or	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.  s hearing statements that specific elated to the copyright claim and
		her reference to the "siz and profits, the sales of and profits of GLSE's sale	e" of business in terms o third-party advertising is es in California attributab al car models in-game ass	f the economic aspects of revenue irrelevant to the size of revenue le to purchases of the specific sets that form the basis of
(74)	78	Request: Admit that rev California is generated b of the following compan	y partnerships with all	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while



		Sizmek, AppsFlyer, Kochava, AdRiver, Adjust, Predicta, S4M, Vindico, adMotion, Atlas by Facebook, Barometric, Innovid, Reamp, Moat, and/or Placed.  GLSE's Position: In the context of Judge Chesney'	_	
		jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the revenue "generated by partnershany company not involved in the sale of the accusize of revenue and profits of GLSE's sales in Calif the specific <i>Asphalt</i> games and digital car models of Plaintiff's copyright violation claim.	f the economic aspects of revenue hips" with the listed companies or sed car models is irrelevant to the fornia attributable to purchases of	
(75)	79	Request: Admit that the success of the Asphalt games, including the number of players and downloads, were used to market GLADS along with its targeting capabilities to advertisers in California.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney's hearing statements that speci jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of reven and profits, the strategy and marketing of third-party advertising is irrelevant to size of revenue and profits of GLSE's sales in California attributable to purchases the specific <i>Asphalt</i> games and digital car models in-game assets that form the brof Plaintiff's copyright violation claim.		
(76)	80	<b>Request:</b> Admit that the success of the Asphalt games, including the number of players and downloads, were used to market other games to players associated with California.	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of GLSE's business in California, as measured by sales activity.	
	GLSE's Position: In the context of Judge Chesney's hearing statements the jurisdiction must be based on contacts that are related to the copyright her reference to the "size" of business in terms of the economic aspects and profits, the marketing of other games is irrelevant to the size of reverprofits of GLSE's sales in California attributable to purchases of the specing games and digital car models in-game assets that form the basis of Plain copyright violation claim.			
(77)	81	<b>Request:</b> Admit that Defendant GL FRANCE signed license agreements with numerous car	<b>Plaintiff's Position:</b> The size of GLSE's business is directly tied to	



		manufacturers to use the brand names of over 200+ cars in the Asphalt Games, including with Tesla.	using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.		
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the GLSE's business relationships with licensors of car names used in <i>Asphalt</i> games is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.			
(78)	82	Request: Admit that Defendant GL FRANCE pays a substantial license fee to these brand holders, including to Tesla.	Plaintiff's Position: The size of GLSE's business is directly tied to using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.		
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the GLSE's business relationships of cirrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and dithat form the basis of Plaintiff's copyright violations.	elated to the copyright claim and f the economic aspects of revenue car names used in <i>Asphalt</i> games is .SE's sales in California attributable igital car models in-game assets		
(79)	83	Request: Admit that the California MARKET is the largest economy for Defendant GL FRANCE in the USA.	Plaintiff's Position: The sales/revenues received from players and advertisers in California determines the size of GLSE's business, as measured by sales activity.		
		<b>GLSE's Position:</b> The February 12 Order, in the context of Judge Chesney's hear statements that specific jurisdiction must be based on contacts that are related the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, only permits discovery concerning GL sales in California attributable to purchases of the specific <i>Asphalt</i> games and d car models in-game assets that form the basis of Plaintiff's copyright violation claim.			
(80)	84	<b>Request:</b> Admit that the California MARKET adds the greatest economic value to Defendant GL FRANCE's business in the USA.	Plaintiff's Position: The sales/revenues received from players and advertisers in California determines the size of GLSE's business, as measured by		



			sales activity.	
		<b>GLSE's Position:</b> The February 12 Order, in the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, only permits discovery concerning GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(81)	85	<b>Request:</b> Admit that the California MARKET generates the largest revenue for Defendant GL FRANCE's business in the USA.	Plaintiff's Position: The sales/revenues received from players and advertisers in California determines the size of GLSE's business, as measured by sales activity.	
		<b>GLSE's Position:</b> The February 12 Order, in the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, only permits discovery concerning GLSE' sales in California attributable to purchases of the specific <i>Asphalt</i> games and digit car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(82)	86	Request: Admit that California's advertisers and players are targeted in Defendant GL FRANCE's distribution strategy to generate the largest revenue in the USA.	Plaintiff's Position: The sales/revenues received from players and advertisers in California determines the size of GLSE's business, as measured by sales activity.	
GLSE's Position: In the context of Judge Chesney's hearing state jurisdiction must be based on contacts that are related to the cher reference to the "size" of business in terms of the economic and profits, the content, strategy, and sales of third-party advecto the size of revenue and profits of GLSE's sales in California at purchases of the specific Asphalt games and digital car models form the basis of Plaintiff's copyright violation claim.		elated to the copyright claim and f the economic aspects of revenue ird-party advertising is irrelevant in California attributable to al car models in-game assets that		
		Requests for Admission, Set 2		
List No.	Req. No.	Request	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order	



		Request: Admit that players associated with	Plaintiff's Position: The
		California by residence, presence or IP address,	sales/revenues received from
		downloaded the following digital car model	digital assets such as digital cars
		(and/or associated accessories):	paid by players in the USA partly determines the size of GLSE's
(83)	1	Ariel Nomad.	business in California, as
(84)	2	Aston Martin DB11.	measured by sales activity.
(85)	3	Aston Martin DB9.	
(86)	4	Aston Martin One 77.	
(87)	5	BMW Z4 e 89.	
(88)	6	Cadillac Cien Concept 2002.	
(89)	7	Chevrolet Camaro 2016.	
(90)	8	Chevrolet Camaro LT 2.0L Turbo 2016.	
(91)	9	Chevrolet Camaro z11 50th Edition.	
(92)	10	Chevrolet Camaro Z06.	
(93)	11	Chevrolet Silverado 2500 HD.	
(94)	12	Citroen DS E-Tense.	
(95)	13	Dodge Ram 1500 Rebel.	
(96)	14	Ferrari 488 GTB.	
(97)	15	Ferrari fxxk 2014.	
(98)	16	Ford Fiesta ST GRC.	
(99)	17	Ford Mustang 2015.	
(100)	18	Ford Ranger Dakar.	
(101)	19	Holden Coupe 60.	
(102)	20	Honda NSX 2017.	
(103)	21	Jaguar F Type SVR Coupe 2017.	
(104)	22	Jeep Wrangler Rubicon.	
(105)	23	Koenigsegg Regera 2016.	
(106)	24	Koenigsegg Agera R.	
(107)	25	Lamborghini Aventador lp750-4 Supervolece.	
(108)	26	Lamborghini Egotista.	
(109)	27	Lamborghini Centenaro.	
(110)	28	Land Rover.	
(111)	29	Lotus Evora 410 Sport.	
(112)	30	Man TGX D38.	



(113)	31	Mazzanti Evantra.	l I
(114)	32	McLaren 675LT 2015.	
(115)	33	Mercedes Benz G500.	
(116)	34	Mercedes Benz AMG GT 2016.	
(117)	35	Mercedes Benz AMG S2016.	
(117)	36	Mercedes Unimog U 4023.	
(119)	37	Mosler GT3.	
(120)	38	Perlini 105F Red Tiger.	
(121)	39	Peugeot 208 T16 WRC.	
(121)	40	Polaris RZR 1000.	
(123)	41	Polo WRC.	
(124)	42	Predator X-18 Intimidator.	
(125)	43	SMG Buggy Dakar.	
(126)	44	Trion Nemesis.	
(127)	45	Volkswagen XL_Sport_Concept_2016.	
(128)	46	VW Beetle GRC.	
(129)	47	VW Polo WRC.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the simple fact of whether anyone "a (whatever that means) downloaded any such car revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models that copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue associated with California" models is irrelevant to the size of ttributable to purchases of the
		Request: Admit that players associated with California by residence, presence or IP address, generated the most downloads in the USA of the following digital car model (and/or associated accessories):	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the size of GLSE's
(130)	48	Ariel Nomad.	business in California, as
(131)	49	Aston Martin DB11.	measured by sales activity.
(132)	50	Aston Martin DB9.	
(133)	- 4	Aston Martin One 77.	
	51	ASTON Martin One 77.	
(134)	51 52	BMW Z4 e 89.	



(136)	54	Chevrolet Camaro 2016.
(137)	55	Chevrolet Camaro LT 2.0L Turbo 2016.
(138)	56	Chevrolet Camaro z11 50th Edition.
(139)	57	Chevrolet Camaro Z06.
(140)	58	Chevrolet Silverado 2500 HD.
(141)	59	Citroen DS E-Tense.
(142)	60	Dodge Ram 1500 Rebel.
(143)	61	Ferrari 488 GTB.
(144)	62	Ferrari fxxk 2014.
(145)	63	Ford Fiesta ST GRC.
(146)	44	Ford Mustang 2015.
(147)	65	Ford Ranger Dakar.
(148)	66	Holden Coupe 60.
(149)	67	Honda NSX 2017.
(150)	68	Jaguar F Type SVR Coupe 2017.
(151)	69	Jeep Wrangler Rubicon.
(152)	70	Koenigsegg Regera 2016.
(153)	71	Koenigsegg Agera R.
(154)	72	Lamborghini Aventador lp750-4 Supervolece.
(155)	73	Lamborghini Egotista.
(156)	74	Lamborghini Centenaro.
(157)	75	Land Rover.
(158)	76	Lotus Evora 410 Sport.
(159)	77	Man TGX D38.
(160)	78	Mazzanti Evantra.
(161)	79	McLaren 675LT 2015.
(162)	80	Mercedes Benz G500.
(163)	81	Mercedes Benz AMG GT 2016.
(164)	82	Mercedes Benz AMG S2016.
(165)	83	Mercedes Unimog U 4023.
(166)	84	Mosler GT3.
(167)	85	Perlini 105F Red Tiger.
(168)	86	Peugeot 208 T16 WRC.
(169)	87	Polaris RZR 1000.



(170)	88	Polo WRC.		
(171)	89	Predator X-18 Intimidator.		
(172)	90	SMG Buggy Dakar.		
(173)	91	Trion Nemesis.		
(174)	92	Volkswagen XL_Sport_Concept_2016.		
(175)	93	VW Beetle GRC.		
(176)	94	VW Polo WRC.		
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the simple fact of whether anyone "associated with California" (whatever that means) "generated the most downloads in the USA" of such car models is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models that form the basis of Plaintiff's copyright violation claim.		
(177)	95	Request: Admit that players associated with California by residence, presence or IP address, generated the most downloads in the USA of the Asphalt games.	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the California partly determines the size of GLSE's business in California, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the number persons who have downloaded an <i>Asphalt</i> game and whether players "associated with California" (whatever that means) have "generated the most downloads in the USA" is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(178)	96	Request: Admit that players associated with California by residence, presence or IP address, generated the most revenue in the USA through the purchase of digital assets sold in the Asphalt games.	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the California partly determines the size of GLSE's business in California, as measured by sales activity.	



		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the number of persons who have purchased a digital asset in an Asphalt game, and whether players "associated with California" (whatever that means) "generated the most revenue in the USA" is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(179)	97	Request: Admit that plate California by residence, generated the most revet through the sale of in-gas Asphalt games.	presence or IP address, enue in the USA ame ads sold in the	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the California partly determines the size of GLSE's business in California, as measured by sales activity.
		jurisdiction must be base her reference to the "siz and profits, the sales of and whether "players as "generated the most rev profits of GLSE's sales in	ed on contacts that are rece" of business in terms on third-party advertising the sociated with California" wenue in the USA" is irrelected attributable to codels in-game assets that	's hearing statements that specific elated to the copyright claim and if the economic aspects of revenue hat appear on the Asphalt games, (whatever that means) evant to the size of revenue and opurchases of the specific Asphalt if form the basis of Plaintiff's
(180)	98	Request: Admit that plant California by residence, generated the most down the following digital car aggregate:  Ariel Nomad  Aston Martin DB11  Aston Martin DB9  Aston Martin One 77  BMW Z4 e 89  Cadillac Cien Concept 2002  Chevrolet Camaro 2016  Chevrolet Camaro	presence or IP address, vnloads in the USA of	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the California partly determines the size of GLSE's business in California, as measured by sales activity.



LT 2.0L Turbo 2016  Chevrolet Camaro z11 50th Edition  Chevrolet Camaro Z06  Chevrolet Silverado 2500 HD  Citroen DS E-Tense  Dodge Ram 1500 Rebel  Ferrari 488 GTB  Ferrari fxxk 2014  Ford Fiesta ST GRC  Ford Mustang 2015  Ford Ranger Dakar  Holden Coupe 60	<ul> <li>Mercedes Benz G500</li> <li>Mercedes Benz AMG GT 2016</li> <li>Mercedes Benz AMG S2016</li> <li>Mercedes Unimog U 4023</li> <li>Mosler GT3</li> <li>Perlini 105F Red Tiger</li> <li>Peugeot 208 T16 WRC</li> <li>Polaris RZR 1000</li> <li>Polo WRC</li> <li>Predator X-18</li> </ul>	
<ul> <li>Jaguar F Type SVR         Coupe 2017</li> <li>Jeep Wrangler         Rubicon</li> <li>Koenigsegg Regera         2016</li> <li>Koenigsegg Agera R</li> <li>Lamborghini         Aventador lp750-4</li> </ul>	<ul> <li>Trion Nemesis</li> <li>Volkswagen XL_Sport_Concept_ 2016</li> <li>VW Beetle GRC</li> <li>VW Polo WRC</li> </ul>	
jurisdiction must be base her reference to the "siz and profits, the number an Asphalt game, and wl means) "generated the r revenue and profits of G	ed on contacts that are ree" of business in terms of persons who have downether players "associate most downloads in the USE's sales in California and digital car models in-	is hearing statements that specific elated to the copyright claim and if the economic aspects of revenue wnloaded a particular car model in ed with California" (whatever that SA" is irrelevant to the size of ttributable to purchases of the game assets that form the basis of
<b>Request:</b> Admit that the targeted players associar residence, presence or II	ted with California by	Plaintiff's Position: The sales/revenues received from advertisers targeting California



(181)	99	AirBerlin or the legal entity that owns this brand.	players partly determines the size of GLSE's business, as	
(182)	100	Alienware or the legal entity that owns this brand.	measured by sales activity.	
(183)	101	Centennial College or the legal entity that owns this brand.		
(184)	102	Chiquita or the legal entity that owns this brand.		
(185)	103	Lego or the legal entity that owns this brand.		
(186)	104	Kellogg or the legal entity that owns this brand.		
(187)	105	Simple Mobile or the legal entity that owns this brand		
(188)	106	Hasbro or the legal entity that owns this brand.		
(189)	107	Infiniti or the legal entity that owns this brand.		
(190)	108	Warner Bros. or the legal entity that owns this brand.		
(191)	109	Gillette or the legal entity that owns this brand.		
(192)	110	Mercedes Benz or the legal entity that owns this brand.		
(193)	111	Disney or the legal entity that owns this brand.		
(194)	112	Huawei or the legal entity that owns this brand.		
(195)	113	Mondelez International or the legal entity that owns this brand.		
(196)	114	Twentieth Century Fox or the legal entity that owns this brand.		
(197)	115	LG or the legal entity that owns this brand.		
(198)	116	Close Up or the legal entity that owns this brand.		
(199)	117	Ferrari or the legal entity that owns this brand.		
(200)	118	Turkcell or the legal entity that owns this brand.		
(201)	119	Xbox or the legal entity that owns this brand.		
(202)	120	Coca Cola or the legal entity that owns this brand.		
(203)	121	McDonalds or the legal entity that owns this brand.		
(204)	122	Netflix or the legal entity that owns this brand.		



		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the strategy of third-party advertising is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
players associated with California by residence, presence or IP address.		players associated with California by residence,	Plaintiff's Position: The sales/revenues received from advertisers targeting California players partly determines the size of GLSE's business, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the strategy of third-party advertising is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(206)	124	<b>Request:</b> Admit that advertisers registered to do business in California generated the most in-	<b>Plaintiff's Position:</b> The sales/revenues received from	
		game ad revenue.	advertisers targeting California players partly determines the size of GLSE's business, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms or and profits, the location of companies that purch whether those companies "generated the most" the size of revenue and profits of GLSE's sales in of the specific Asphalt games and digital car mode basis of Plaintiff's copyright violation claim.	players partly determines the size of GLSE's business, as measured by sales activity.  s hearing statements that specific elated to the copyright claim and f the economic aspects of revenue ase third-party advertising and in-game ad revenue is irrelevant to California attributable to purchases	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the location of companies that purch whether those companies "generated the most" the size of revenue and profits of GLSE's sales in of the specific Asphalt games and digital car mode.	players partly determines the size of GLSE's business, as measured by sales activity.  s hearing statements that specific elated to the copyright claim and f the economic aspects of revenue ase third-party advertising and in-game ad revenue is irrelevant to California attributable to purchases els in-game assets that form the  Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while	
(207)	125 126	GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the location of companies that purch whether those companies "generated the most" the size of revenue and profits of GLSE's sales in of the specific Asphalt games and digital car mode basis of Plaintiff's copyright violation claim.  Request: Admit that the partnership with the following company generated revenue from	players partly determines the size of GLSE's business, as measured by sales activity.  s hearing statements that specific elated to the copyright claim and f the economic aspects of revenue ase third-party advertising and in-game ad revenue is irrelevant to California attributable to purchases els in-game assets that form the  Plaintiff's Position: The sales/revenues received from	



(209)	127	AppsFlyer or the legal entity that owns this brand.	sales activity.
(210)	128	Kochava or the legal entity that owns this brand.	
(211)	129	AdRiver or the legal entity that owns this brand.	
(212)	130	Adjust or the legal entity that owns this brand.	
(213)	131	Predicta or the legal entity that owns this brand.	
(214)	132	S4M or the legal entity that owns this brand.	
(215)	133	Vindico or the legal entity that owns this brand.	
(216)	134	adMotion or the legal entity that owns this brand.	
(217)	135	Atlas by Facebook or the legal entity that owns this brand.	
(218)	136	Barometric or the legal entity that owns this brand.	
(219)	137	Innovid or the legal entity that owns this brand.	
(220)	138	Reamp or the legal entity that owns this brand.	
(221)	139	Moat or the legal entity that owns this brand.	
(222)	140	Placed or the legal entity that owns this brand.	
		glse's Position: In the context of Judge Chesney's jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, GLSE's "partnerships" with third part advertising and the revenue from those partnerships revenue and profits of GLSE's sales in California as specific Asphalt games and digital car models in plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue ies for the sale of third-party hips is irrelevant to the size of ttributable to purchases of the
List	Req.	Requests for Production, Set 1 Request	Reason Why the Request Is Or Is
No.	No.	nequest	Not Encompassed by Judge Chesney's Order
(223)	10	<b>Request:</b> Sufficient DOCUMENTS reflecting the total number of users who downloaded YOUR games for each fiscal year from 2013 to present.	Plaintiff's Position: The number of users/players measures the size of GLSE's business by mobile game player market share.
		GLSE's Position: In the context of Judge Chesney's	s hearing statements that specific



(224)	11	jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the number of persons who have downloaded a GLSE game is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.  Request: Sufficient DOCUMENTS reflecting the Plaintiff's Position: The number		
		total number of users who downloaded YOUR games by geography, region, country, city and/or state for each fiscal year from 2013 to present.	of users/players measures the size of GLSE's business by mobile game player market share.	
		GLSE's Position: In the context of Judge Chesney's hearing statements that sp jurisdiction must be based on contacts that are related to the copyright claim her reference to the "size" of business in terms of the economic aspects of revand profits, the number of all persons who have downloaded a GLSE game is irrelevant to the size of revenue and profits of GLSE's sales in California attributo purchases of the specific <i>Asphalt</i> games and digital car models in-game asset that form the basis of Plaintiff's copyright violation claim.		
(225)	12	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT the total number of users attributed to California who downloaded YOUR games for each fiscal year from 2013 to present.	<b>Plaintiff's Position:</b> The number of users/players measures the size of GLSE's business by mobile game player market share.	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the number of persons who have downloaded a GLSE game is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(226)	15	<b>Request:</b> Sufficient DOCUMENTS reflecting any and all names of any 3D digital car purchased by users from 2013 to present.	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players partly determines the size of GLSE's business in California, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the name of any 3D digital car that any person may have purchased is		



		irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(227)	19	Request: Sufficient DOCUMENTS reflecting the total number of advertisers with a physical business address in California or with whom YOU did business in/from California for each fiscal year from 2013 to present.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the location of companies that purch irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and did that form the basis of Plaintiff's copyright violations.	elated to the copyright claim and f the economic aspects of revenue ase third-party advertising is SE's sales in California attributable igital car models in-game assets	
(228)	20	Request: Sufficient DOCUMENTS reflecting the revenue generated from advertisers with a physical business address in California or with whom YOU did business in/from California for each fiscal year from 2013 to present.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the sales of third-party advertising is and profits of GLSE's sales in California attributable Asphalt games and digital car models in-game asset copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue irrelevant to the size of revenue le to purchases of the specific	
(229)	21	<b>Request:</b> Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions target specific users of YOUR games.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
	GLSE's Position: In the context of Judge Chesney's hearing statements the jurisdiction must be based on contacts that are related to the copyright cher reference to the "size" of business in terms of the economic aspects of			



		and profits, the strategy of third-party advertising associated with GLSE's games is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(230)	22	Request: Sufficient DOCUMENTS which explains and/or demonstrates how any of YOUR online advertising solutions collect or obtain demographic information, including user preference, interests and lifestyle, or any other information associated with any of the users of YOUR games.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the strategy of third-party advertising irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and did that form the basis of Plaintiff's copyright violations.	elated to the copyright claim and f the economic aspects of revenue g associated with GLSE's games is SE's sales in California attributable gital car models in-game assets	
(231)	23	<b>Request:</b> Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions is able to help advertisers target user audiences of YOUR games.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim her reference to the "size" of business in terms of the economic aspects of revand profits, the strategy of third-party advertising associated with GLSE's game irrelevant to the size of revenue and profits of GLSE's sales in California attributo purchases of the specific <i>Asphalt</i> games and digital car models in-game asset that form the basis of Plaintiff's copyright violation claim.		
(232)	24	Request: Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions is able to help advertisers target user audiences of YOUR games more efficiently.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
		<b>GLSE's Position:</b> In the context of Judge Chesney' jurisdiction must be based on contacts that are re	_	



		her reference to the "size" of business in terms of the economic aspects of revenue and profits, the strategy of third-party advertising associated with GLSE's games is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(233)	25	Request: Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions is able to help advertisers boost their key performance indicators ("KPIs").	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
		glse's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the strategy of third-party advertising revenue and profits of Glse's sales in California a specific Asphalt games and digital car models in-graphical Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue g is irrelevant to the size of ttributable to purchases of the	
(234)	26	Request: Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions is able to collect or obtain a user's specific physical location through either latitude, longitude, and/or IP address.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the strategy of third-party advertising revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in-graphical plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue g is irrelevant to the size of ttributable to purchases of the	
(235)	27	Request: Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions is able to target a user based on interests and lifestyle.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
		<b>GLSE's Position:</b> In the context of Judge Chesney' jurisdiction must be based on contacts that are re	•	



(236)	28	her reference to the "size" of business in terms of the economic aspects of revenue and profits, the strategy of third-party advertising is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(230)	20	<b>Request:</b> Sufficient DOCUMENTS to explain and/or demonstrate how any of YOUR online advertising solutions is able to target a user based on user preferences.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the strategy of third-party advertising revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in-games Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue g is irrelevant to the size of thributable to purchases of the	
(237)	30	Request: Sufficient DOCUMENTS to explain and/or demonstrate how YOUR online advertising solutions is able to target users in California based on user preferences, and/or interests and lifestyle to reach users in/from California or using a California IP address.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the strategy of third-party advertising revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in-games Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue g is irrelevant to the size of thributable to purchases of the	
(238)	32	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT any license agreements between YOU and any company with a California business address requiring YOU to pay a royalty and/or license fee of any kind.	Plaintiff's Position: The size of GLSE's business is directly tied to using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.	
		<b>GLSE's Position:</b> In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of	elated to the copyright claim and	



		and profits, the GLSE's business relationships with licensors is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(239)	33	Request: Sufficient DOCUMENTS reflecting the economic value derived from any and all license agreements between YOU and any company with a California business address requiring YOU to pay a royalty and/or license fee of any kind.	Plaintiff's Position: The size of GLSE's business is directly tied to using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the GLSE's business relationships with of revenue and profits of GLSE's sales in California specific Asphalt games and digital car models in-graphial plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue h licensors is irrelevant to the size a attributable to purchases of the	
(240)	34	Request: Sufficient DOCUMENTS reflecting any and all license agreements between YOU and any car manufacturer with a California business address requiring YOU to pay a royalty and/or license fee of any kind.	Plaintiff's Position: The size of GLSE's business is directly tied to using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.	
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the GLSE's business relationships with car manufacturer licensors is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(241)	35	Request: Sufficient DOCUMENTS reflecting the economic value derived from any and all license agreements between YOU and any car manufacturer with a California business address requiring YOU to pay a royalty and/or license fee of any kind.	Plaintiff's Position: The size of GLSE's business is directly tied to using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the GLSE's business relationships with irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and did that form the basis of Plaintiff's copyright violations.	elated to the copyright claim and f the economic aspects of revenue h car manufacturer licensors is SE's sales in California attributable gital car models in-game assets	



(242)	36	Request: Sufficient DOCUMENTS reflecting any and all agreements between YOU and any company with a California business address for any commercial purpose.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent of GLSE's engagement with companies in California as part of its marketing and sales efforts, including advertisers, advertising agencies, human resource companies, car manufacturers, IP owners, conference organizers, among others.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, GLSE's business relationships with conaddress is irrelevant to the size of revenue and profits attributable to purchases of the specific Asphalt game assets that form the basis of Plaintiff's copy	elated to the copyright claim and f the economic aspects of revenue mpanies with a California business rofits of GLSE's sales in California games and digital car models in-
(243)	37	Request: Sufficient DOCUMENTS reflecting the economic value derived from any and all agreements between YOU and any company with a California business address for any commercial purpose.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent of GLSE's engagement with companies in California as part of its marketing and sales efforts, including advertisers, advertising agencies, human resource companies, car manufacturers, IP owners, conference organizers, among others.
		gurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, GLSE's business relationships with contacts and profits is irrelevant to the size of revenue and profits attributable to purchases of the specific Asphalt game assets that form the basis of Plaintiff's copy	elated to the copyright claim and f the economic aspects of revenue mpanies with a California business rofits of GLSE's sales in California games and digital car models in-
(244)	38	Request: Sufficient DOCUMENTS reflecting any monies owed pursuant to any and all agreements between YOU and any company with a California business address for any commercial purpose.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent of GLSE's engagement with companies in California as part of its marketing and sales efforts, including



		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, GLSE's business relationships with conaddress is irrelevant to the size of revenue and profits attributable to purchases of the specific Asphalt game assets that form the basis of Plaintiff's copy	elated to the copyright claim and f the economic aspects of revenue mpanies with a California business rofits of GLSE's sales in California games and digital car models in-
(245)	41	Request: All COMMUNICATIONS between YOU and any company with a California business address and hired or retained to distribute, market, and/or sell YOUR games.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent of GLSE's engagement with companies in California to distribute, market, and/or sell its mobile games.
GLSE's Position: The February 12 Order, in the context of Judg statements that specific jurisdiction must be based on contact the copyright claim and her reference to the "size" of business economic aspects of revenue and profits, only permits discove sales in California attributable to purchases of the specific Asp car models in-game assets that form the basis of Plaintiff's cop claim.		ed on contacts that are related to e" of business in terms of the ermits discovery concerning GLSE's e specific <i>Asphalt</i> games and digital	
(246)	44	Request: Sufficient DOCUMENTS reflecting the number and purpose of business trips taken by any of YOUR employees to California since 2013.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent its employees travel to California to engage with business partners and/or attend industry conferences to market and sell its mobile games.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, information concerning business triping irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and distinct form the basis of Plaintiff's copyright violations.	elated to the copyright claim and f the economic aspects of revenue s taken by GLSE employees is .SE's sales in California attributable igital car models in-game assets
(247)	45	<b>Request:</b> Sufficient DOCUMENTS reflecting the number and purpose of business trips taken by	<b>Plaintiff's Position:</b> The size of GLSE's business in California is



		any of YOUR officers to California since 2013.	reflected by the extent its officers travel to California to engage with business partners and/or attend industry conferences to market and sell its mobile games.
		glse's Position: In the context of Judge Chesney's jurisdiction must be based on contacts that are researcher reference to the "size" of business in terms of and profits, information concerning business trip irrelevant to the size of revenue and profits of Gl to purchases of the specific Asphalt games and dethat form the basis of Plaintiff's copyright violations.	elated to the copyright claim and if the economic aspects of revenue s taken by GLSE employees is .SE's sales in California attributable igital car models in-game assets
(248)	46	<b>Request:</b> Sufficient DOCUMENTS reflecting the number and purpose of business trips taken by any of YOUR board of directors to California since 2013.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent its directors travel to California to engage with business partners and/or attend industry conferences to market and sell its mobile games.
		GLSE's Position: In the context of Judge Chesney jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, information concerning business trip irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and dethat form the basis of Plaintiff's copyright violations.	elated to the copyright claim and if the economic aspects of revenue s taken by GLSE employees is .SE's sales in California attributable igital car models in-game assets
(249)	47	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT the Gameloft Advertising Solutions' network within California.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the Gameloft Advertising Solutions in irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and do that form the basis of Plaintiff's copyright violations.	elated to the copyright claim and if the economic aspects of revenue etwork and its operations are used. SE's sales in California attributable igital car models in-game assets



(250)	48	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT the Gameloft Advertising Solutions' activities within California.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the Gameloft Advertising Solutions in irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and dethat form the basis of Plaintiff's copyright violations.	elated to the copyright claim and if the economic aspects of revenue etwork and its operations are use's sales in California attributable igital car models in-game assets	
(251)	49	Request: Sufficient DOCUMENTS reflecting YOUR contractual arrangement with Smart Recruiter in San Francisco.	Plaintiff's Position: The size of GLSE's business in California is reflected by the number of staff it has and the extent it recruits and hires personnel in California.	
j k a r		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, GLSE's employee recruiting activities are irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(252)	50	<b>Request:</b> All COMMUNICATIONS between YOU and Smart Recruiter in San Francisco regarding candidates from California.	Plaintiff's Position: The size of GLSE's business in California is reflected by the number of staff it has and the extent it recruits and hires personnel in California.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, GLSE's employee recruiting activities revenue and profits of GLSE's sales in California as specific Asphalt games and digital car models in-galantiff's copyright violation claim.	elated to the copyright claim and if the economic aspects of revenue are irrelevant to the size of attributable to purchases of the	
(253)	51	<b>Request:</b> Sufficient DOCUMENTS reflecting the number of resumes received from candidates associated with California.	Plaintiff's Position: The size of GLSE's business in California is reflected by the number of staff it has and the extent it recruits	



			and hires personnel in California.	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, GLSE's employee recruiting activities are irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(254)	52	<b>Request:</b> Sufficient DOCUMENTS reflecting the number of candidates associated with California that YOU hired.	Plaintiff's Position: The size of GLSE's business in California is reflected by the number of staff it has and the extent it recruits and hires personnel in California.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, GLSE's employee recruiting activities revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in-general plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue are irrelevant to the size of ttributable to purchases of the	
(255)	53	Request: Sufficient DOCUMENTS reflecting any legal document RELATING to the Website or any game whereby California and/or the exercise of jurisdiction in California was or is the venue to resolve disputes of any kind.	Plaintiff's Position: The author, publisher, and/or owner of the content dictating legal terms such as dispute resolution on the Website tends to identify who operates the Website.	
		GLSE's Position: The legal terms stated on www.glanguage sites or in a GLSE game for the resolution identity of the Gameloft entity/entities that oper website users within California and irrelevant to the GLSE's sales in California attributable to purchase and digital car models in-game assets that form the violation claim.	on of disputes are irrelevant to the ate(s) the website accessible to the size of revenue and profits of es of the specific <i>Asphalt</i> games	
(256)	54	Request: Sufficient DOCUMENTS to indicate the commercial reasons why California was chosen as the venue to resolve disputes RELATING to the Website or any game.	Plaintiff's Position: The author, publisher, and/or owner of the content dictating legal terms on the Website such as dispute resolution tends to identify who operates the Website.	
		GLSE's Position: The legal terms stated on www.gameloft.com or any of its		



		language sites or in a GLSE game for the resolution of disputes are irrelevant to the identity of the Gameloft entity/entities that operate(s) the website accessible to website users within California and irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(257)	55	Request: Sufficient DOCUMENTS to indicate which other jurisdictions were considered to resolve disputes, but not selected for the Website or any game.	Plaintiff's Position: The author, publisher, and/or owner of the content dictating legal terms on the Website such as dispute resolution tends to identify who operates the Website.	
		GLSE's Position: The legal terms stated on www.glanguage sites or in a GLSE game for the resolution identity of the Gameloft entity/entities that oper website users within California and irrelevant to the GLSE's sales in California attributable to purchase and digital car models in-game assets that form the violation claim.	on of disputes are irrelevant to the ate(s) the website accessible to the size of revenue and profits of es of the specific <i>Asphalt</i> games	
(258)	56	Request: Sufficient DOCUMENTS reflecting any legal document whereby California law of any kind (e.g., commercial, privacy, contract, employment, regulatory) is referenced as controlling or applicable for any purpose RELATING to the Website or any game.	Plaintiff's Position: The author, publisher, and/or owner of the content dictating legal terms on the Website such as governing law tends to identify who operates the Website.	
		GLSE's Position: The legal terms stated on www.glanguage sites or in a GLSE game concerning contare irrelevant to the identity of the Gameloft entiwebsite accessible to website users within Califor revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in-glaintiff's copyright violation claim.	trolling law or any other purpose ity/entities that operate(s) the rnia and irrelevant to the size of ttributable to purchases of the	
(259)	57	Request: Sufficient documents to indicate the commercial reasons why California law was referenced as controlling or applicable law RELATING to the Website or any game.	Plaintiff's Position: The author, publisher, and/or owner of the content dictating legal terms on the Website such as governing law tends to identify who operates the Website.	
GLSE's Position: The legal terms stated on www.gameloft.co language sites or in a GLSE game concerning controlling law are irrelevant to the identity of the Gameloft entity/entities		rolling law or any other purpose		



		website accessible to website users within California and irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(260)	58	Request: Sufficient documents to indicate all other legal jurisdictions considered to be applicable and/or controlling but not ultimately selected for the Website or any game.	Plaintiff's Position: The author, publisher, and/or owner of the content dictating legal terms on the Website such as governing jurisdiction tends to identify who operates the Website.	
GLSE's Position: The legal terms stated, or not stated, or any of its language sites or in a GLSE game concerning a law are irrelevant to the identity of the Gameloft entity, website accessible to website users within California an revenue and profits of GLSE's sales in California attribut specific Asphalt games and digital car models in-game a Plaintiff's copyright violation claim.		rning applicable and/or controlling entity/entities that operate(s) the rnia and irrelevant to the size of ttributable to purchases of the		
(261)	64	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT YOUR presence (attendance, sponsorship, or speakership) at any gaming conference in California since 2013.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent GLSE attends, sponsors or speaks at industry conferences in California to market and sell its mobile games.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, information concerning business trips taken by GLSE employees is irrelevant to the size sales in California attributable to purchases of the car models in-game assets that form the basis of claim.	elated to the copyright claim and f the economic aspects of revenue s, including to gaming conferences, of revenue and profits of GLSE's e specific <i>Asphalt</i> games and digital	



(262)	65	Request: All COMMUNICATIONS between YOU and Gameloft, Inc. regarding sales, marketing, and/or business development since 2013.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent GLSE spends on revenue generating activities relating to sales, marketing and distributing of its games in California.
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, communications between GLSE and Gameloft, Inc. regarding sales, marketing, and/or business development are irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(263)	73	Request: All DOCUMENTS in any language which REFER, RELATE TO, or REFLECT any version of the Terms of Use of the Website wherein California is referenced in any way.	Plaintiff's Position: The author, publisher, and/or owner of the content dictating terms of use on the Website tends to identify who operates the Website.
language sites are irrelevant to operate(s) the website access to the size of revenue and propurchases of the specific Asph		GLSE's Position: The legal terms stated on www.{ language sites are irrelevant to the identity of the operate(s) the website accessible to website user to the size of revenue and profits of GLSE's sales purchases of the specific Asphalt games and digit form the basis of Plaintiff's copyright violation class	e Gameloft entity/entities that rs within California and irrelevant in California attributable to ral car models in-game assets that
(264)	74	Request: All DOCUMENTS in any language which REFER, RELATE TO, or REFLECT any version of the Privacy Policy for the Website wherein California is referenced in any way since 2013.	Plaintiff's Position: The author, publisher, and/or owner of the content dictating the privacy policy used on the Website tends to identify who operates the Website.
		GLSE's Position: The legal terms stated on www.glanguage sites are irrelevant to the identity of the operate(s) the website accessible to website user to the size of revenue and profits of GLSE's sales purchases of the specific Asphalt games and digit form the basis of Plaintiff's copyright violation class	e Gameloft entity/entities that rs within California and irrelevant in California attributable to cal car models in-game assets that
(265)	81	<b>Request:</b> All DOCUMENTS which REFER, RELATE TO, or REFLECT YOUR decision to work with or selection of advertisers based in	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars



		California.	partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the strategy and sales of third-party of revenue and profits of GLSE's sales in California specific Asphalt games and digital car models in-galantiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue advertising is irrelevant to the size a attributable to purchases of the
(266)	82	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT YOUR decision to work with or selection of advertising agencies based in California.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the strategy and sales of third-party of revenue and profits of GLSE's sales in California specific Asphalt games and digital car models in-graphical plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue advertising is irrelevant to the size a attributable to purchases of the
		Requests for Production, Set 2	
List No.	Req. No.	Request	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order
(267)	1	Request: Sufficient DOCUMENTS reflecting the launch of any game in California either offline or online due to the size of the market in California.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent GLSE took part in the launch of any game in California.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the "launch" of a GLSE game is irreleved profits of GLSE's sales in California attributable to games and digital car models in-game assets that copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue vant to the size of revenue and purchases of the specific Asphalt
(268)	2	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT how players are	<b>Plaintiff's Position:</b> The number of players measures the size of



		associated with California for purposes of geo- targeting due to the size of California's population.  GLSE's Position: In the context of Judge Chesney'	
		jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, whether and how a person player of "associated with California" (whatever that mean revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in Plaintiff's copyright violation claim.	f the economic aspects of revenue a GLSE game can be identified as as) is irrelevant to the size of ttributable to purchases of the
(269)	3	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT any advertiser registered to do business in California with whom YOU do business.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the sales of third-party advertising are irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and did that form the basis of Plaintiff's copyright violations.	elated to the copyright claim and f the economic aspects of revenue and the location of advertisers is SE's sales in California attributable igital car models in-game assets
(270)	4	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT any Website functionality that collects information identifying a visitor as a resident or present in California.	Plaintiff's Position: The entity that dictates the functionalities of the Website and/or collects information gathered by the Website tends to identify who operates the Website.
		GLSE's Position: Information concerning the dem www.gameloft.com or any of its language sites is Gameloft entity/entities that operate(s) the webs within California and irrelevant to the size of reversalifornia attributable to purchases of the specific models in-game assets that form the basis of Plai	irrelevant to the identity of the site accessible to website users enue and profits of GLSE's sales in a Asphalt games and digital car
(271)	5	<b>Request:</b> Sufficient DOCUMENTS reflecting how languages were selected for use on the Website.	Plaintiff's Position: The entity that selects which languages to be used on the Website tends to identify who operates the



			Website.
		GLSE's Position: Information concerning the select www.gameloft.com or any of its language sites is Gameloft entity/entities that operate(s) the webs within California and irrelevant to the size of reverse California attributable to purchases of the specific models in-game assets that form the basis of Plai	irrelevant to the identity of the site accessible to website users enue and profits of GLSE's sales in a CAsphalt games and digital car
(272)	6	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT how languages used on the Website leverage California's diverse population.	Plaintiff's Position: The entity that selects which languages to be used on the Website tends to identify who operates the Website.
		GLSE's Position: Information concerning the selection www.gameloft.com or any of its language sites is Gameloft entity/entities that operate(s) the webs within California and irrelevant to the size of reversalifornia attributable to purchases of the specific models in-game assets that form the basis of Plai	irrelevant to the identity of the site accessible to website users enue and profits of GLSE's sales in a CAsphalt games and digital car
(273)	7	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT languages used on the Website where California was part of the decision for language choice.	Plaintiff's Position: The entity that selects which languages to be used on the Website tends to identify who operates the Website.
		GLSE's Position: Information concerning the selection www.gameloft.com or any of its language sites is Gameloft entity/entities that operate(s) the webs within California and irrelevant to the size of reversalifornia attributable to purchases of the specific models in-game assets that form the basis of Plain	irrelevant to the identity of the site accessible to website users enue and profits of GLSE's sales in a CAsphalt games and digital car
(274)	8	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT online and offline advertisements that track effectiveness via metrics demonstrating advertising impact associated with California.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent GLSE spent and tracked ads to sell its games and the effectiveness of those ads.
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the strategy and sales of third-party advertising and whether advertising impact can be tracked, is irrelevant to the size of revenue and profits of	



		GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(275)	9	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT online and offline advertisements that demonstrate modifications in response to demonstrated advertising impact associated with California.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent GLSE modified ads to make them more effective.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the strategy and sales of third-party advertising impact can be tracked, is irrelevant to GLSE's sales in California attributable to purchase and digital car models in-game assets that form the violation claim.	elated to the copyright claim and f the economic aspects of revenue advertising and whether the size of revenue and profits of es of the specific <i>Asphalt</i> games	
(276)	10	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT any revenue generated from services associated with California.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent of any and all revenues generated from California.	
GLSE's Position: The February 12 Order, in the context of Judg statements that specific jurisdiction must be based on contact the copyright claim and her reference to the "size" of business economic aspects of revenue and profits, only permits discover sales in California attributable to purchases of the specific Aspectar models in-game assets that form the basis of Plaintiff's coclaim.		ed on contacts that are related to e" of business in terms of the ermits discovery concerning GLSE's e specific <i>Asphalt</i> games and digital		
(277)	11	Request: All DOCUMENTS which REFER, RELATE TO, or REFLECT the Google Adwords and the relevant changes that are made to increase views and/or sales of YOUR games to PERSONS associated with California	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent GLSE spent and tracked ads to sell its games and the effectiveness of those ads.	
jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, GLSE's advertising strategies to increase games are irrelevant to the size of revenue and pattributable to purchases of the specific Asphalt §		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, GLSE's advertising strategies to increase games are irrelevant to the size of revenue and pattributable to purchases of the specific Asphalt game assets that form the basis of Plaintiff's copy	elated to the copyright claim and f the economic aspects of revenue ase views and/or sales of GLSE's rofits of GLSE's sales in California games and digital car models in-	



(278)	12	<b>Request:</b> Sufficient DOCUMENTS reflecting all social media ads targeting any PERSONS associated with California.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent GLSE spent and tracked ads to sell its games and the effectiveness of those ads.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, GLSE's social media advertising strates revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in-games Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue egies are irrelevant to the size of ttributable to purchases of the
		<b>Request:</b> Sufficient DOCUMENTS reflecting the contractual terms between YOU and:	<b>Plaintiff's Position:</b> The sales/revenues received from
(279)	13	Air Berlin or the company that owns this brand.	advertisers/ads displayed while racing with infringing digital cars
(280)	15	Alienware or the company that owns this brand.	partly determines the size of GLSE's business, as measured by
(281)	17	Centennial College or the company that owns this brand.	sales activity.
(282)	19	Chiquita or the company that owns this brand.	
(283)	21	Close Up or the company that owns this brand.	
(284)	23	Coca Cola or the company that owns this brand.	
(285)	25	Disney or the company that owns this brand.	
(286)	27	Ferrari or the company that owns this brand.	
(287)	29	Gillette or the company that owns this brand.	
(288)	31	Hasbro or the company that owns this brand.	
(289)	33	Huawei or the company that owns this brand.	
(290)	35	Infiniti or the company that owns this brand.	
(291)	37	Kellogg or the company that owns this brand.	
(292)	39	Lego or the company that owns this brand.	
(293)	41	LG or the company that owns this brand.	
(294)	43	McDonald's or the company that owns this brand.	
(295)	45	Mercedes-Benz or the company that owns this brand.	
(296)	47	Mondelez International or the company that	



		owns this brand.	
(297)	49	Netflix or the company that owns this brand.	
(298)	51	Simple Mobile or the company that owns this brand.	
(299)	53	Turkcell or the company that owns this brand.	
(300)	55	Twentieth Century Fox or the company that owns this brand.	
(301)	57	Warner Bros. or the company that owns this brand.	
(302)	59	XBox or the company that owns this brand.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms or and profits, the sales of third-party advertising an irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and dithat form the basis of Plaintiff's copyright violation	elated to the copyright claim and f the economic aspects of revenue at the terms of those contracts is SE's sales in California attributable gital car models in-game assets
		<b>Request:</b> Sufficient DOCUMENTS reflecting the amount of any and all revenue received from:	<b>Plaintiff's Position:</b> The sales/revenues received from
(303)	14	Air Berlin or the company that owns this brand.	advertisers/ads displayed while
(304)	16	Alienware or the company that owns this brand.	racing with infringing digital cars partly determines the size of GLSE's business, as measured by
(305)	18	Centennial College or the company that owns this brand.	sales activity.
(306)	20	Chiquita or the company that owns this brand.	
(307)	22	Close Up or the company that owns this brand.	
(308)	24	Coca Cola or the company that owns this brand.	
(309)	26	Disney or the company that owns this brand.	
(310)	28	Ferrari or the company that owns this brand.	
(311)	30	Gillette or the company that owns this brand.	
(312)	32	Hasbro or the company that owns this brand.	
(313)	34	Huawei or the company that owns this brand.	
(314)	36	Infiniti or the company that owns this brand.	
(315)	38	Kellogg or the company that owns this brand.	
(316)	40	Lego or the company that owns this brand.	
(317)	42	LG or the company that owns this brand.	



(318)	44	McDonald's or the company that owns this brand.	
(319)	46	Mercedes-Benz or the company that owns this brand.	
(320)	48	Mondelez International or the company that owns this brand.	
(321)	50	Netflix or the company that owns this brand.	
(322)	52	Simple Mobile or the company that owns this brand.	
(323)	54	Turkcell or the company that owns this brand.	
(324)	56	Twentieth Century Fox or the company that owns this brand.	
(325)	58	Warner Bros. or the company that owns this brand.	
(326)	60	XBox or the company that owns this brand.	
		jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the sales of third-party advertising is and profits of GLSE's sales in California attributable. Asphalt games and digital car models in-game assets.	f the economic aspects of revenue irrelevant to the size of revenue le to purchases of the specific
		Plaintiff's copyright violation claim.	
		Request: Sufficient DOCUMENTS reflecting the contractual terms of the partnership:	Plaintiff's Position: The sales/revenues received from
(327)	61	Request: Sufficient DOCUMENTS reflecting the	sales/revenues received from advertisers/ads displayed while
(327) (328)	61 62	<b>Request:</b> Sufficient DOCUMENTS reflecting the contractual terms of the partnership:	sales/revenues received from
		Request: Sufficient DOCUMENTS reflecting the contractual terms of the partnership: with Adjust.	sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by
(328)	62	Request: Sufficient DOCUMENTS reflecting the contractual terms of the partnership: with Adjust. with adMotion.	sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of
(328) (329)	62 63	Request: Sufficient DOCUMENTS reflecting the contractual terms of the partnership: with Adjust. with adMotion. with AdRiver.	sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by
(328) (329) (330)	62 63 64	Request: Sufficient DOCUMENTS reflecting the contractual terms of the partnership: with Adjust. with adMotion. with AdRiver. with AppsFlyer.	sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by
(328) (329) (330) (331)	62 63 64 65	Request: Sufficient DOCUMENTS reflecting the contractual terms of the partnership: with Adjust. with adMotion. with AdRiver. with AppsFlyer. with Atlas by Facebook.	sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by
(328) (329) (330) (331) (332)	62 63 64 65 66	Request: Sufficient DOCUMENTS reflecting the contractual terms of the partnership: with Adjust. with adMotion. with AdRiver. with AppsFlyer. with Atlas by Facebook. with Barometric.	sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by
(328) (329) (330) (331) (332) (333)	62 63 64 65 66	Request: Sufficient DOCUMENTS reflecting the contractual terms of the partnership: with Adjust. with adMotion. with AdRiver. with AppsFlyer. with Atlas by Facebook. with Barometric. with DoubleClick.	sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by
(328) (329) (330) (331) (332) (333) (334)	62 63 64 65 66 67 68	Request: Sufficient DOCUMENTS reflecting the contractual terms of the partnership: with Adjust. with adMotion. with AdRiver. with AppsFlyer. with Atlas by Facebook. with Barometric. with DoubleClick. with Innovid.	sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by
(328) (329) (330) (331) (332) (333) (334) (335)	62 63 64 65 66 67 68 69	Request: Sufficient DOCUMENTS reflecting the contractual terms of the partnership: with Adjust. with adMotion. with AdRiver. with AppsFlyer. with Atlas by Facebook. with Barometric. with DoubleClick. with Innovid. with Kochava.	sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by



(339)	73	with Reamp.	
(340)	74	with Sizmek.	
(341)	75	with S4M.	
(342)	76	with Vindico	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the = sales of third-party advertising a irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and did that form the basis of Plaintiff's copyright violations.	elated to the copyright claim and f the economic aspects of revenue and the terms of those contracts is SE's sales in California attributable gital car models in-game assets
(343)	77	<b>Request:</b> Sufficient DOCUMENTS reflecting the number of players associated with California by presence, address, or IP address for each fiscal year since 2013.	Plaintiff's Position: The number of players measures the size of GLSE's business by mobile game player market share.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the number of "players" of a GLSE gas California" (whatever that means) is irrelevant to GLSE's sales in California attributable to purchase and digital car models in-game assets that form the violation claim.	elated to the copyright claim and f the economic aspects of revenue me who are "associated with the size of revenue and profits of es of the specific Asphalt games
(344)	78	Request: Sufficient DOCUMENTS reflecting the number of downloads by players associated with California by presence, address, or IP address for each fiscal year since 2013.	Plaintiff's Position: The number of downloads is a proxy for the number of players, which measures the size of GLSE's business by mobile game player market share.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the number downloads of any GLSE go California" (whatever that means) is irrelevant to GLSE's sales in California attributable to purchase and digital car models in-game assets that form the violation claim.	elated to the copyright claim and f the economic aspects of revenue game by "players associated with the size of revenue and profits of es of the specific Asphalt games
(345)		Request: Sufficient DOCUMENTS reflecting any and all contracts between YOU and Gameloft, Inc. for each fiscal year since 2013.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent of GLSE's engagement with Gameloft, Inc.



			to distribute, market, and/or sell its mobile games.		
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, all contracts (without specification) between GLSE and Gameloft, Inc. irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.			
(346)	80	Request: Sufficient DOCUMENTS reflecting any and all contracts between YOU and any licensor of trademarks registered to do business in California for each fiscal year since 2013.	Plaintiff's Position: The size of GLSE's business is directly tied to using well-known IP owned by licensors to attract players and drive sales of ads and digital cars.		
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, GLSE's business relationships with lice revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue ensors is irrelevant to the size of ttributable to purchases of the		
		1.1			
		Interrogatories, Set 1			
List No.	Req. No.	Interrogatories, Set 1 Request	Reason Why the Request Is Or Is  Not Encompassed by Judge  Chesney's Order		
			Not Encompassed by Judge		
No.	No.	Request  Request: How much revenue was generated from all California sources for each of the fiscal	Not Encompassed by Judge Chesney's Order  Plaintiff's Position: The size of GLSE's business in California is reflected by the extent of any and all revenues generated from California sources.  Intext of Judge Chesney's hearing and on contacts that are related to a of business in terms of the ermits discovery concerning GLSE's a specific Asphalt games and digital		



		<b>GLSE's Position:</b> The February 12 Order, in the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, only permits discovery concerning GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(349)	5	Request: How much revenue was generated from in-game advertisements while playing Asphalt games from all California sources for each of the fiscal years 2013 to the present?	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business in California, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms or and profits, the sales of third-party advertising the irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and dithat form the basis of Plaintiff's copyright violations.	elated to the copyright claim and f the economic aspects of revenue at appear on the <i>Asphalt</i> games is SE's sales in California attributable gital car models in-game assets	
(350)	6	Request: How much revenue was generated from in-game advertisements while playing Asphalt games from all USA sources for each of the fiscal years 2013 to the present?	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the relative size of GLSE's business in California, as measured by sales activity.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms or and profits, the sales of third-party advertising the irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and dithat form the basis of Plaintiff's copyright violations.	elated to the copyright claim and f the economic aspects of revenue at appear on the Asphalt games is SE's sales in California attributable gital car models in-game assets	
(351)	7	<b>Request:</b> How much revenue was generated from each of these advertisers: AirBerlin,	<b>Plaintiff's Position:</b> The sales/revenues received from	



		LG, Close Up, Ferrari, Turkcell, Xbox, Coca Cola, McDonalds, and Netflix for each of the fiscal years 2013 to the present.	sales activity.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the sales of third-party advertising is and profits of GLSE's sales in California attributable Asphalt games and digital car models in-game asseptiantiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue irrelevant to the size of revenue le to purchases of the specific
(352)	8	Request: How much revenue was shared with or by each of the following companies: DoubleClick, Sizmek, AppsFlyer, Kochava, AdRiver, Adjust, Predicta, S4M, Vindico, adMotion, Atlas by Facebook, Barometric, Innovid, Reamp, Moat, and Placed for each of the fiscal years 2013 to the present.	Plaintiff's Position: These companies assist in generating sales/revenues received from ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the sales of third-party advertising is and profits of GLSE's sales in California attributable Asphalt games and digital car models in-game asseptions.	elated to the copyright claim and f the economic aspects of revenue irrelevant to the size of revenue le to purchases of the specific
(353)	9	Request: Identify (name, contact person, and address) any and all advertisers located in California who have placed ads within Asphalt games for each of the fiscal years 2013 to the present.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the sales of third-party advertising the and the identity of those advertisers, is irrelevant of GLSE's sales in California attributable to purchase and digital car models in-game assets that form the violation claim.	elated to the copyright claim and f the economic aspects of revenue at appear on the <i>Asphalt</i> games, to the size of revenue and profits ases of the specific <i>Asphalt</i> games
(354)	10	<b>Request:</b> Identify (name, contact person, and address) any and all advertisers located in USA	Plaintiff's Position: The sales/revenues received from



		who have placed any ads in any of the Asphalt games for each of the fiscal years 2013 to the present.	advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
GLSE's Position: In the context of Judge Chesney's hearing statements jurisdiction must be based on contacts that are related to the copyrigh her reference to the "size" of business in terms of the economic aspect and profits, the sales of third-party advertising that appear on Asphalt the identity of those advertisers, is irrelevant to the size of revenue an GLSE's sales in California attributable to purchases of the specific Asphand digital car models in-game assets that form the basis of Plaintiff's of violation claim.			elated to the copyright claim and if the economic aspects of revenue at appear on <i>Asphalt</i> games, and the size of revenue and profits of es of the specific <i>Asphalt</i> games
(355)	11	Request: How much advertising revenue was generated for each advertiser located in California who have placed ads in any of the Asphalt games for each of the fiscal years 2013 to the present?	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the sales of third-party advertising the irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and dethat form the basis of Plaintiff's copyright violations.	elated to the copyright claim and if the economic aspects of revenue at appear on <i>Asphalt</i> games is a seles in California attributable igital car models in-game assets
(356)	12	Request: How much advertising revenue was generated for each advertiser located in USA who have placed ads in any of the Asphalt games for each of the fiscal years 2013 to the present?	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the sales of third-party advertising the irrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and dethat form the basis of Plaintiff's copyright violations.	elated to the copyright claim and if the economic aspects of revenue at appear on <i>Asphalt</i> games is a seles in California attributable igital car models in-game assets
(357)	13	Request: How many players are associated	Plaintiff's Position: The number



		with California by residence, presence, or IP address for each of the fiscal years 2013 to the present?  GLSE's Position: In the context of Judge Chesney jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the number of "players" that are "ass that means) is irrelevant to the size of revenue are California attributable to purchases of the specific	elated to the copyright claim and f the economic aspects of revenue sociated with California" (whatever and profits of GLSE's sales in
(358)	14	models in-game assets that form the basis of Plai  Request: How many players are associated with the USA by residence, presence, or IP address for each of the fiscal years 2013 to the present?	Plaintiff's Position: The number of players, which affects the sale of digital cars and ads, measures the relative size of GLSE's business in California by mobile game player market share.
		glse's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the number of "players" of a GLSE gas USA" (whatever that means) is irrelevant to the substitution of the substitution claim.	elated to the copyright claim and f the economic aspects of revenue me and are "associated with the ize of revenue and profits of es of the specific Asphalt games
(359)	15	Request: How many players associated with California by residence, presence, or IP address have downloaded any digital assets from any Asphalt games for each of the fiscal years 2013 to the present?	Plaintiff's Position: The number of players, which affects the sale of digital cars and ads, measures the size of GLSE's business in California by mobile game player market share.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the number of persons "associated with means) who have downloaded a digital asset from the size of revenue and profits of GLSE's sales in of the specific Asphalt games and digital car mode basis of Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue with California" (whatever that m an Asphalt game is irrelevant to California attributable to purchases
(360)	16	<b>Request:</b> How many players associated with USA by residence, presence, or IP address have	<b>Plaintiff's Position:</b> The number of players, which affects the sale



		downloaded any digital assets from any Asphalt games for each of the fiscal years 2013 to the present?	of digital cars and ads, measures the relative size of GLSE's business in California by mobile game player market share.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the number of persons "associated who have downloaded a digital asset from an Associated of revenue and profits of GLSE's sales in Californic specific Asphalt games and digital car models in Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue vith USA" (whatever that means) whalt game is irrelevant to the size a attributable to purchases of the
(361)	17	Request: Identify (name of campaign, name of advertiser, date of campaign) any or all advertising campaigns for any advertiser in California for each of the fiscal years 2013 to the present?	Plaintiff's Position: The sales/revenues received from campaigns for advertisers displaying ads while racing with infringing digital cars partly determines the relative size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the sales of third-party advertising is and profits of GLSE's sales in California attributable Asphalt games and digital car models in-game as Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue irrelevant to the size of revenue ble to purchases of the specific
(362)	18	Request: Identify (name of campaign, name of advertiser, date of campaign) any or all advertising campaigns for any advertiser targeting players associated with California by residence, presence, or IP address for each of the fiscal years 2013 to the present?	Plaintiff's Position: The sales/revenues received from campaigns for advertisers displaying ads while racing with infringing digital cars partly determines the relative size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the sales of third-party advertising is and profits of GLSE's sales in California attributabe Asphalt games and digital car models in-game asseptial plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue irrelevant to the size of revenue ble to purchases of the specific



(363)	19	Request: Identify the aggregate world revenue (provide separate amount for downloading digital assets and amount from in-game ads) generated by the following digital car models for each of the fiscal years 2013 to the present?

- Ariel Nomad
- Aston Martin DB11
- Aston Martin DB9
- Aston Martin One77
- BMW Z4 e 89
- Cadillac Cien Concept 2002
- Chevrolet Camaro 2016
- Chevrolet Camaro LT 2.0L Turbo 2016
- Chevrolet Camaro z11 50th Edition
- Chevrolet Camaro Z06
- Chevrolet Silverado 2500 HD
- Citroen DS E-Tense
- Dodge Ram 1500 Rebel
- Ferrari 488 GTB
- Ferrari fxxk 2014
- Ford Fiesta ST GRC
- Ford Mustang 2015
- Ford Ranger Dakar
- Holden Coupe 60
- Honda NSX 2017
- Jaguar F Type SVR Coupe 2017
- Jeep Wrangler Rubicon
- Koenigsegg Regera 2016

- Lamborghini Egotista
- Lamborghini Centenaro
- Land Rover
- Lotus Evora 410
   Sport
- Man TGX D38
- Mazzanti Evantra
- McLaren 675LT 2015
- Mercedes Benz G500
- Mercedes Benz AMG GT 2016
- Mercedes Benz AMG S2016
- Mercedes Unimog U 4023
- Mosler GT3
- Perlini 105F Red Tiger
- Peugeot 208 T16 WRC
- Polaris RZR 1000
- Polo WRC
- Predator X-18
   Intimidator
- SMG Buggy Dakar
- Trion Nemesis
- Volkswagen XL\_Sport\_Concept\_ 2016
- VW Beetle GRC

Plaintiff's Position: The sales/revenues received from ads paid by advertisers or digital cars paid by players globally determines the relative size of GLSE's business in California, as measured by sales activity.



Request: Identify the world revenue generated (provide separate amount for downloading digital assets and amount from in-game ads) by each of the following digital car models for each of the fiscal years 2013 to the present?   Ariel Nomad		jurisdiction must be bas her reference to the "siz and profits, the aggrega irrelevant to the size of to purchases of the spec	ed on contacts that are re ze" of business in terms o te world revenue general revenue and profits of GL	's hearing statements that specific elated to the copyright claim and if the economic aspects of revenue ted from such car models is .SE's sales in California attributable igital car models in-game assets on claim.
Ferrari fxxk 2014     Peugeot 208 T16	(364) 20	Request: Identify the wood (provide separate amound digital assets and amound each of the following digital each of the fiscal years 2000.  Ariel Nomad  Aston Martin DB11  Aston Martin DB9  Aston Martin One 77  BMW Z4 e 89  Cadillac Cien Concept 2002  Chevrolet Camaro 2016  Chevrolet Camaro LT 2.0L Turbo 2016  Chevrolet Camaro 211 50th Edition  Chevrolet Camaro 206  Chevrolet Silverado 2500 HD  Citroen DS E-Tense  Dodge Ram 1500 Rebel  Ferrari 488 GTB	orld revenue generated nt for downloading nt from in-game ads) by gital car models for 2013 to the present?  • Lamborghini Egotista • Lamborghini Centenaro • Land Rover • Lotus Evora 410 Sport • Man TGX D38 • Mazzanti Evantra • McLaren 675LT 2015 • Mercedes Benz G500 • Mercedes Benz AMG GT 2016 • Mercedes Benz AMG S2016 • Mercedes Unimog U 4023 • Mosler GT3 • Perlini 105F Red Tiger	Plaintiff's Position: The sales/revenues received from ads paid by advertisers or digital cars paid by players globally determines the relative size of GLSE's business in California, as



		jurisdiction must be bas her reference to the "siz and profits, the aggrega irrelevant to the size of to purchases of the spec	ed on contacts that are re re" of business in terms o te world revenue general revenue and profits of GL	s hearing statements that specific elated to the copyright claim and f the economic aspects of revenue ted from such car models is SE's sales in California attributable igital car models in-game assets on claim.
(365)	21	Request: How much of to in interrogatory 19 was associated with Californ residence, or IP address	generated by players ia by presence,	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players partly determines the relative size of GLSE's business in California, as measured by sales activity.
		jurisdiction must be bas her reference to the "siz and profits, the aggrega models is irrelevant to the attributable to purchase	ed on contacts that are re re" of business in terms o te world revenue general he size of revenue and pr	s hearing statements that specific elated to the copyright claim and f the economic aspects of revenue ted from such individual car ofits of GLSE's sales in California games and digital car models in-yright violation claim.
(366)	22	Request: How much of t in interrogatory 20 was associated with Californ residence, or IP address	generated by players ia by presence,	Plaintiff's Position: The sales/revenues received from digital assets such as digital cars paid by players in the USA partly determines the relative size of GLSE's business in California, as



			massured by sales activity	
			measured by sales activity.	
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, the aggregate world revenue generated from such individual car models is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.		
		30(b)(6) Topics		
List No.	Req. No.	Request	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order	
(367)	4	Topic: Communications between GLSE and Gameloft, Inc. with respect to any revenue generating activities relating to California, including the Gameloft Advertising Solution, ingame ads, and/or the sale of digital assets incorporated into the Asphalt games.  GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, communications between GLSE and Coff third-party advertising and the sale of digital as revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in-games.	elated to the copyright claim and f the economic aspects of revenue Gameloft, Inc. concerning the sales ssets, is irrelevant to the size of ttributable to purchases of the	
(368)	5	Plaintiff's copyright violation claim. <b>Topic:</b> Communications between GLSE and Gameloft, Inc. with respect to the publication of content on www.gameloft.com ("Website") referencing California in any way.	Plaintiff's Position: The author, publisher, and/or owner of the content dictating the content to be published on the Website tends to identify who operates the Website.	
		GLSE's Position: Communications between GLSE and Gameloft, Inc. concerning the publication of specific content on the www.gameloft.com website and its language sites is irrelevant to the identity of the Gameloft entity/entities that operate(s) the website accessible to website users within California and irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(369)	6	<b>Topic:</b> Communications between GLSE and	Plaintiff's Position: The entity that	



		Gameloft, Inc. with respect to functionalities enabled on the Website to collect information from visitors to the Website.  GLSE's Position: Communications between GLSE functionality of and demographics of visitors to we language sites is irrelevant to the identity of the coperate(s) the website accessible to website user to the size of revenue and profits of GLSE's sales purchases of the specific Asphalt games and digit form the basis of Plaintiff's copyright violation classes.	www.gameloft.com or any of its Gameloft entity/entities that s within California and irrelevant in California attributable to al car models in-game assets that
(370)	7	Topic: Board minutes referencing revenues generated by any California advertiser, any California licensor, any advertiser targeting players associated with California, or by the purchase of digital assets by Asphalt game players associated with California by way of residence, presence, or IP address or any other means used to geo-tag any player.  GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the content, strategy, and sales of the to the size of revenue and profits of GLSE's sales purchases of the specific Asphalt games and digit form the basis of Plaintiff's copyright violation classes.	elated to the copyright claim and f the economic aspects of revenue ird-party advertising is irrelevant in California attributable to all car models in-game assets that
(371)	8	Topic: The collection of any information about visitors to the Website or players to determine their demographics, preferences, interests and lifestyle, and/or location.  GLSE's Position: Information concerning the dem www.gameloft.com or any of its language sites or identity of the Gameloft entity/entities that oper website users within California and irrelevant to the GLSE's sales in California attributable to purchase and digital car models in-game assets that form the violation claim.	r a GLSE game is irrelevant to the ate(s) the website accessible to the size of revenue and profits of es of the specific <i>Asphalt</i> games
(372)	9	<b>Topic:</b> The collection of any information through the Internet, and/or social media such as Facebook or Twitter about visitors to the	Plaintiff's Position: The entity that collects information about visitors to the Website for



		Website or players that associates them with California.	commercial use tends to identify who operates the Website.
		GLSE's Position: Information concerning the dem to www.gameloft.com or any of its language sites. Gameloft entity/entities that operate(s) the webs within California and irrelevant to the size of reversalifornia attributable to purchases of the specific models in-game assets that form the basis of Plai	is is irrelevant to the identity of the site accessible to website users enue and profits of GLSE's sales in a CAsphalt games and digital car
(373)	11	<b>Topic:</b> Revenues generated from the sale of in game advertising space to advertisers targeting any player associated with California by way of residence, presence, or IP address or any other means used to geo-tag a player.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the strategy and sales of third-party of revenue and profits of GLSE's sales in Californic specific Asphalt games and digital car models in Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue advertising is irrelevant to the size a attributable to purchases of the
(374)	12	<b>Topic:</b> Revenues generated from the sale of in game advertising space to advertisers with offices or doing business in California.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney's jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the sales of third-party advertising is and profits of GLSE's sales in California attributable. Asphalt games and digital car models in-game asseptions.	elated to the copyright claim and f the economic aspects of revenue irrelevant to the size of revenue le to purchases of the specific
(375)	13	<b>Topic:</b> Revenues generated by Gameloft Advertising Solutions ("GLADS") relating to players associated with California by way of residence, presence, or IP address or any other means used to geo-tag a player.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of



			GLSE's business, as measured by sales activity.
		<b>GLSE's Position:</b> In the context of Judge Chesney jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the strategy and revenues of third-pasize of revenue and profits of GLSE's sales in Calif the specific <i>Asphalt</i> games and digital car models of Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue arty advertising is irrelevant to the ornia attributable to purchases of
(376)	14	<b>Topic:</b> Revenues generated by GLADS' ability to target specific audiences based on demographics, interests and lifestyle, user preferences, and/or geo location as they relate to players associated with California by way of residence, presence, or IP address or any other means used to geo-tag a player.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, the strategy of third-party advertising revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue g is irrelevant to the size of thributable to purchases of the
(377)	15	Topic: Revenues generated or paid by any of the following companies as they relate to California: Lego, Kelloggs, Simple Mobile, Airberlin, Hasbro, Infiniti, Warner Bros., Gillette, Mercedes Benz, Alienware, Disney, Huawei, Mondelez International, 20 <sup>th</sup> Century Fox, LG, Closeup, Ferrari, Centennial College, Turkcell, Xbox, Coca Cola, McDonalds, Netflix, Chiquita, DoubleClick, Sizmek, Appsflyer, Kochava, Adriver, adjust, Predicta, S4M, vindico, adMotion, atlas, Barometric, Innovid, reamp, Moat, and/or Placed.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the sales of third-party advertising is and profits of GLSE's sales in California attributable Asphalt games and digital car models in-game as Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue irrelevant to the size of revenue ble to purchases of the specific



(378)	16	<b>Topic:</b> Marketing and distribution expenses either budgeted or incurred related to any marketing or sales activity related to California.	Plaintiff's Position: The size of GLSE's business in California is reflected by the extent of GLSE spends on revenue generating activities relating to sales, marketing and distributing of its games in California.
		GLSE's Position: The February 12 Order, in the constatements that specific jurisdiction must be based the copyright claim and her reference to the "size economic aspects of revenue and profits, only persales in California attributable to purchases of the car models in-game assets that form the basis of claim.	ed on contacts that are related to e" of business in terms of the rmits discovery concerning GLSE's e specific <i>Asphalt</i> games and digital
(379)	17	<b>Topic:</b> The names and responsibilities of any personnel who has or is being tasked with developing more business or generating more revenue from California advertisers or players associated with California by way of residence, presence, or IP address or any other means used to geo-tag a player.	Plaintiff's Position: The size of GLSE's business in California is reflected by the number of staff tasked with increasing business from California sources.
statements that specific juri the copyright claim and her economic aspects of revenu sales in California attributab car models in-game assets t		GLSE's Position: The February 12 Order, in the constatements that specific jurisdiction must be based the copyright claim and her reference to the "size economic aspects of revenue and profits, only persales in California attributable to purchases of the car models in-game assets that form the basis of claim.	ed on contacts that are related to e" of business in terms of the rmits discovery concerning GLSE's e specific <i>Asphalt</i> games and digital
(380)	18	<b>Topic:</b> Any plans to develop or increase business from any California advertiser, any advertiser that targets California, or player associated with California by way of residence, presence, or IP address or any other means used to geo-tag a player.	Plaintiff's Position: The sales/revenues received from advertisers/ads displayed while racing with infringing digital cars partly determines the size of GLSE's business, as measured by sales activity.
GLSE's Position: In the context of Judge Chesney's hearing stigurisdiction must be based on contacts that are related to the her reference to the "size" of business in terms of the econorand profits, the sales of third-party advertising is irrelevant to and profits of GLSE's sales in California attributable to purch a Asphalt games and digital car models in-game assets that for Plaintiff's copyright violation claim.		elated to the copyright claim and f the economic aspects of revenue irrelevant to the size of revenue le to purchases of the specific	



(381)	20	Topic: The functionalities on the Website, including how they are identified, developed, and/or enabled on the Website to target specific audiences, including Website visitors associated with California by way of residence, presence, or IP address or any other means used to geo-tag a visitor.  GLSE's Position: Information concerning the function of its language sites, including the collection of the colle	-
		irrelevant to the identity of the Gameloft entity/e accessible to website users within California and and profits of GLSE's sales in California attributabe Asphalt games and digital car models in-game asseplaintiff's copyright violation claim.	irrelevant to the size of revenue le to purchases of the specific
(382)	21	<b>Topic:</b> The selection of California as the venue to resolve disputes or as the controlling law for any legal matter relating to the Website, games or promotional activity.	Plaintiff's Position: The author, publisher, and/or owner of the content dictating legal terms on the Website tends to identify who operates the Website.
		GLSE's Position: The legal terms stated on www.glanguage sites are irrelevant to the identity of the operate(s) the website accessible to website user to the size of revenue and profits of GLSE's sales purchases of the specific Asphalt games and digit form the basis of Plaintiff's copyright violation classes.	e Gameloft entity/entities that is within California and irrelevant in California attributable to al car models in-game assets that
(383)	22	<b>Topic:</b> The number of players associated with California as it relates to revenue generating activities.	Plaintiff's Position: To the extent users generate revenue, such as the purchase of digital cars or the display of ads, this number measures the size of GLSE's business in California by mobile game player market share.
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the number of "players" who are "ass (whatever that means) is irrelevant to the size of in California attributable to purchases of the specimodels in-game assets that form the basis of Plai	elated to the copyright claim and f the economic aspects of revenue sociated with California" revenue and profits of GLSE's sales cific Asphalt games and digital car
(384)	23	<b>Topic:</b> The number of users associated with California as it relates to revenue generating activities.	<b>Plaintiff's Position:</b> To the extent users generate revenue, such as the purchase of digital cars or the



		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, the number a"users" who are "associthat means") is irrelevant to the size of revenue at California attributable to purchases of the specific models in-game assets that form the basis of Plai	elated to the copyright claim and f the economic aspects of revenue ated with California ("whatever and profits of GLSE's sales in a Asphalt games and digital car
(385)	24	<b>Topic:</b> The number of visitors to the website associated with California as it relates to revenue generating activities.	Plaintiff's Position: To the extent visitors generate revenue, such as the purchase of digital cars or the display of ads, this number measures the size of GLSE's business in California by mobile game player market share.
		GLSE's Position: Information concerning the num www.gameloft.com or any of its language sites is Gameloft entity/entities that operate(s) the webs within California and irrelevant to the size of reve California attributable to purchases of the specific models in-game assets that form the basis of Plai	irrelevant to the identity of the site accessible to website users nue and profits of GLSE's sales in a Asphalt games and digital car
		Subpoena to App Nexus	
List No.	Req. No.	Category	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order
(386)	1	<b>Category:</b> All DOCUMENTS RELATING TO the Gameloft Advertising Solutions.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to App Nexus, an advertise concerning documents relating to thirdOparty advantage of the size of in California attributable to purchases of the specimodels in-game assets that form the basis of Plai	elated to the copyright claim and f the economic aspects of revenue sing software company, vertising involving Gameloft revenue and profits of GLSE's sales cific Asphalt games and digital car
(387)	2	Category: All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a
		<b>GLSE's Position:</b> In the context of Judge Chesney' jurisdiction must be based on contacts that are re	_



		her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to App Nexus, an advertising software company, for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.			
(388)	3	<b>Category:</b> All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a		
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to App Nexus, an advertising software company, for "ALL DOCUMENTS" sent to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchase of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.			
(389)	4	<b>Category:</b> All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a		
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to App Nexus, an advertising software company, for "all DOCUMENTS") concerning all commercial arrangements with multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.			
(390)	5	Category: Sufficient DOCUMENTS to describe how AppNexus serves as a supply side platform (SSP) for Gameloft Advertising Solution's inventory.	Plaintiff's Position: n/a		
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, a subpoenant o App Nexus, an advertion concerning how App Nexus provides services to dirrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and did that form the basis of Plaintiff's copyright violations.	elated to the copyright claim and f the economic aspects of revenue sing software company, Gameloft Advertising Solutions is SE's sales in California attributable gital car models in-game assets		
(391)	6	Category: All DOCUMENTS discussing any benefits to GAMELOFT by using AppNexus for	Plaintiff's Position: n/a		



		mobile inventory.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to App Nexus, an advertice concerning how multiple "GAMELOFT" entities (a provided by Nexus is irrelevant to the size of reversalifornia attributable to purchases of the specific models in-game assets that form the basis of Plai	elated to the copyright claim and f the economic aspects of revenue sing software company, as defined) benefit from services enue and profits of GLSE's sales in a Asphalt games and digital car
(392)	7	Category: Sufficient DOCUMENTS to describe how AppNexus helps publishers, including GAMELOFT, to monetize their mobile inventory.	Plaintiff's Position: n/a
		jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoenant of App Nexus, an advertion concerning how App Nexus's services help mobile "monetize" their mobile inventory is irrelevant to GLSE's sales in California attributable to purchase and digital car models in-game assets that form the violation claim.	elated to the copyright claim and f the economic aspects of revenue sing software company, e application publishers the size of revenue and profits of es of the specific <i>Asphalt</i> games
(393)	8	Category: All DOCUMENTS by YOU RELATING TO GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, a subpoena to App Nexus, an advertise concerning "all DOCUMENTS by" App Nexus (who multiple "GAMELOFT" entities (as defined) is irresprofits of GLSE's sales in California attributable to games and digital car models in-game assets that copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue sing software company, atever that means) relating to levant to the size of revenue and purchases of the specific Asphalt
(394)	9	<b>Category:</b> All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, a subpoena to App Nexus, an advertion concerning "any game in the ASPHALT SERIES" is and profits of GLSE's sales in California attributable Asphalt games and digital car models in-game assets.	elated to the copyright claim and f the economic aspects of revenue sing software company, irrelevant to the size of revenue ble to purchases of the specific



		Plaintiff's copyright violation claim.	
		Subpoena to Basecamp	
List No.	Req. No.	Category	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order
(395)	1	Category: All DOCUMENTS or COMMUNICATIONS RELATING to any projects or teams created by or for GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to Basecamp, a project me concerning "projects or teams created by or for" defined) is irrelevant to the size of revenue and pattributable to purchases of the specific Asphalt game assets that form the basis of Plaintiff's copy	elated to the copyright claim and f the economic aspects of revenue nanagement software company, multiple "GAMELOFT" entities (as rofits of GLSE's sales in California games and digital car models in-
(396)	2	Category: All DOCUMENTS or COMMUNICATIONS RELATING to any tasks associated with any team or project created by or for GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Basecamp, a project management software company, concerning "tasks associated with any team or project created by or for" multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits or GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(397)	3	Category: All DOCUMENTS or COMMUNICATIONS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to Basecamp, a project mand profits, a subpoena to Basecamp, a project mand profits, a subpoena to Basecamp, a project mand the size of revenue and profits of GLSE's sales in the size of revenue and profits of GLSE's sales in the specific Asphalt games and digital car mode basis of Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue nanagement software company, SPHALT SERIES" is irrelevant to California attributable to purchases
(398)	4	Category: All DOCUMENTS or COMMUNICATIONS containing the name	Plaintiff's Position: n/a



		Alexandru Adam as the author or recipient of that document.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to Basecamp, a project management concerning all documents or communications con Adam" is irrelevant to the size of revenue and profits attributable to purchases of the specific Asphalt game assets that form the basis of Plaintiff's copy	elated to the copyright claim and f the economic aspects of revenue nanagement software company, nataining the name "Alexandru ofits of GLSE's sales in California games and digital car models in-
(399)	5	Category: All DOCUMENTS or COMMUNICATIONS containing the name Do Quoc Hung, Quoc Hung Do, and/or Hung Do as the author or recipient of that document.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to Basecamp, a project mand concerning alldocuments or communications con Hung, Quoc Hung Do, and/or Hung Do" is irreleved profits of GLSE's sales in California attributable to games and digital car models in-game assets that copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue nanagement software company, taining the name of "Do Quoc ant to the size of revenue and purchases of the specific Asphalt
(400)	6	Category: All DOCUMENTS or COMMUNICATIONS containing the name Donn Garton as the author or recipient of that document.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to Basecamp, a project me concerningall documents or communications con Garten" is irrelevant to the size of revenue and pattributable to purchases of the specific Asphalt agame assets that form the basis of Plaintiff's copy	elated to the copyright claim and f the economic aspects of revenue nanagement software company, taining the name of "Donn rofits of GLSE's sales in California games and digital car models in-
(401)	7	Category: All DOCUMENTS or COMMUNICATIONS YOU received from GAMELOFT.	Plaintiff's Position: n/a
		<b>GLSE's Position:</b> In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to Basecamp, a project m	elated to the copyright claim and f the economic aspects of revenue



		concerning "all DOCUMENTS or COMMUNICATIONS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(402)	8	Category: All DOCUMENTS or COMMUNICATIONS YOU sent to GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenu and profits, a subpoena to Basecamp, a project management software company, concerning "all DOCUMENTS or COMMUNICATIONS" sent to multiple "GAMELOFT entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales i California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim	
(403)	9	Category: All DOCUMENTS or COMMUNICATIONS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Basecamp, a project management software company, concerning "all DOCUMENTS or COMMUNICATIONS" relating to all commercial arrangements with multiple "GAMELOFT "entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim	
(404)	10	Category: All DOCUMENTS or COMMUNICATIONS by YOU REFERRING TO GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Basecamp, a project management software company, concerning "all DOCUMENTS by" Basecamp (whatever that means) referring to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
		Subpoena to Coca Cola	Day Mile II - D
List	Req.	Category	Reason Why the Request Is Or Is



No.	No.		Not Encompassed by Judge Chesney's Order
(405)	1	Category: All DOCUMENTS RELATING TO the Gameloft Advertising Solutions.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Coca Cola, a company that purportedly advertises on GLSE's games, concerning documents relating to third-party advertising involving Gameloft Advertising Solutions are irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(406)	2	<b>Category:</b> All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Coca Cola, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(407)	3	Category: All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenu and profits, a subpoena to Coca Cola, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" sent to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.	
(408)	4	Category: All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, a subpoena to Coca Cola, a company GLSE's games, for "all DOCUMENTS" concerning is irrelevant to the size of revenue and profits of	elated to the copyright claim and f the economic aspects of revenue that purportedly advertises on 'any game in the ASPHALT SERIES"



attributable to purchases of the specific <i>Asphalt</i> games and digital car models in game assets that form the basis of Plaintiff's copyright violation claim.  (409) 5 Category: All DOCUMENTS RELATING TO any Plaintiff's Position: n/a	<b> -</b>	
(409) 5 Category: All DOCUMENTS RELATING TO any Plaintiff's Position: n/a		
ad campaign by GAMELOFT for YOU.		
GLSE's Position: In the context of Judge Chesney's hearing statements that spe jurisdiction must be based on contacts that are related to the copyright claim a her reference to the "size" of business in terms of the economic aspects of reverand profits, a subpoena to Coca Cola, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning "any ad campaign" by multiple "GAMELOFT" (as defined) is irrelevant to the size of revenue and profits of GLSI sales in California attributable to purchases of the specific Asphalt games and docar models in-game assets that form the basis of Plaintiff's copyright violation claim.	nd nue i's	
(410) 6 Category: All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT. Plaintiff's Position: n/a		
GLSE's Position: In the context of Judge Chesney's hearing statements that spe jurisdiction must be based on contacts that are related to the copyright claim a her reference to the "size" of business in terms of the economic aspects of reverand profits, a subpoena to Coca Cola, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning all commercial arrangements with multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue a profits of GLSE's sales in California attributable to purchases of the specific Aspergames and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	nd nue vith nd	
(411) 7 Category: All DOCUMENTS by YOU RELATING Plaintiff's Position: n/a TO GAMELOFT.		
GLSE's Position: In the context of Judge Chesney's hearing statements that spe jurisdiction must be based on contacts that are related to the copyright claim a her reference to the "size" of business in terms of the economic aspects of reverand profits, a subpoena to Coca Cola, a company that purportedly advertises or GLSE's games, concerning "all DOCUMENTS" "by YOU" (whatever that means) relating to multiple "GAMELOFT" entities (as defined) is irrelevant to the size or revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis Plaintiff's copyright violation claim.	nd nue	
Subpoena to Entertainment Software Association		
List Req. Category Reason Why the Request Is  No. No. No. Not Encompassed by Judg  Chesney's Order		
(412) 1 Category: All DOCUMENTS RELATING TO GAMELOFT in any role, including as speakers, in		



		any capacity (e.g. lecture, tutor, expert, etc.), sponsors, partners, and/or exhibitors, at each of the annual E3 conferences (annual conferences held in Southern California).  GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to Entertainment Softward organizes gaming conferences, for "all DOCUMEN" (GAMELOFT" entities (as defined) have taken at a to the size of revenue and profits of GLSE's sales purchases of the specific Asphalt games and digit form the basis of Plaintiff's copyright violation classes.	elated to the copyright claim and f the economic aspects of revenue re Association, a company that ITS" concerning any role multiple a gaming conference is irrelevant in California attributable to al car models in-game assets that
(413)	2	Category: All DOCUMENTS RELATING TO any media coverage, including interviews, of GAMELOFT at each of the annual E3 conferences.	Plaintiff's Position: n/a
		glse's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to Entertainment Softwa organizes gaming conferences, for "all DOCUMENT coverage of multiple "GAMELOFT" entities (as deirrelevant to the size of revenue and profits of GL to purchases of the specific Asphalt games and dithat form the basis of Plaintiff's copyright violations.	elated to the copyright claim and f the economic aspects of revenue re Association, a company that ITS" concerning any media fined) at a gaming conference is SE's sales in California attributable igital car models in-game assets
(414)	3	Category: All DOCUMENTS RELATING TO any attendees (e.g., programmers, artists, producers, game designers, audio professionals, business decision-makers or others involved in the development of interactive games) from GAMELOFT at each of the annual E3 conferences.	Plaintiff's Position: n/a
		glse's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to Entertainment Softward organizes gaming conferences, for "all DOCUMEN multiple "GAMELOFT" entities (as defined) at a gas the size of revenue and profits of GLSE's sales in the of the specific Asphalt games and digital car mode basis of Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue re Association, a company that NTS" concerning attendance by aming conference is irrelevant to California attributable to purchases



(415)	4	Category: All DOCUMENTS RELATING TO the Gameloft Advertising Solutions at each of the annual E3 conferences.	Plaintiff's Position: n/a
		glse's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to Entertainment Softwa organizes gaming conferences, for "all DOCUMEN Advertising Solutions at a gaming conference is in profits of GLSE's sales in California attributable to games and digital car models in-game assets that copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue re Association, a company that UTS" concerning Gameloft relevant to the size of revenue and purchases of the specific Asphalt
(416)	5	<b>Category:</b> All DOCUMENTS RELATING TO any game in the ASPHALT SERIES at each of the annual E3 conferences.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Entertainment Software Association, a company that organizes gaming conferences, for "all DOCUMENTS" concerning any Asphalt game "at" a gaming conference (whatever that means) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(417)	6	<b>Category:</b> All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, a subpoena to Entertainment Softwa organizes gaming conferences, for "all DOCUMEN arrangements with multiple "GAMELOFT" entities size of revenue and profits of GLSE's sales in Calif the specific Asphalt games and digital car models of Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue re Association, a company that UTS" concerning all commercial s (as defined) is irrelevant to the ornia attributable to purchases of
(418)	7	Category: All DOCUMENTS by YOU RELATING TO any awards recognizing GAMELOFT at each of the annual E3 conferences.	Plaintiff's Position: n/a
		<b>GLSE's Position:</b> In the context of Judge Chesney' jurisdiction must be based on contacts that are re	_



		her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Entertainment Software Association, a company that organizes gaming conferences, for "all DOCUMENTS" concerning any awards to multiple "GAMELOFT" entities (as defined) at a gaming conference is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(419)	8	<b>Category:</b> All DOCUMENTS RELATING TO the selection process for any awards recognizing GAMELOFT at each of the annual E3 conferences.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Entertainment Software Association, a company that organizes gaming conferences, for "all DOCUMENTS" concerning any awards to multiple "GAMELOFT" entities (as defined) at a gaming conference is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchase of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(420)	9	<b>Category:</b> All DOCUMENTS RELATING TO GAMELOFT as a member of the Entertainment Software Association.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Entertainment Software Association, a company that organizes gaming conferences, for "all DOCUMENTS" concerning membership of multiple "GAMELOFT" entities (as defined) in the Association is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
		Subpoena to French-American Chamber of Comm	
List No.	Req. No.	Category	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order
(421)	1	<b>Category:</b> All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenuand profits, a subpoena to the French-American Chamber of Commerce – Los	



		Angeles, a trade network for French and American companies, for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(422)	2	<b>Category:</b> All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the French-American Chamber of Commerce – Los Angeles, a trade network for French and American companies, for "all DOCUMENTS" sent to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(423)	3	<b>Category:</b> All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the French-American Chamber of Commerce – Los Angeles, a trade network for French and American companies, for "all DOCUMENTS" all commercial arrangements with multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.	
(424)	4	Category: All DOCUMENTS reflecting GAMELOFT's role as a member, sponsor, benefactor or supporter of any kind to your organization or to any event YOU organize.	Plaintiff's Position: n/a
GLSE's Position: In the context of Judge Chesney jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, a subpoena to the French-American Angeles, a trade network for French and America DOCUMENTS" concerning the role of multiple "Gany French-America Chamber-organized event is and profits of GLSE's sales in California attributable.		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, a subpoenant of the French-American (Angeles, a trade network for French and American DOCUMENTS" concerning the role of multiple "Gany French-America Chamber-organized event is and profits of GLSE's sales in California attributable Asphalt games and digital car models in-game asseptiantiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue Chamber of Commerce – Los n companies, for "all AMELOFT" entities (as defined) at irrelevant to the size of revenue alle to purchases of the specific



(425)	5	Category: All DOCUMENTS by YOU REFERRING TO GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the French-American Chamber of Commerce – Los Angeles, a trade network for French and American companies, for "all DOCUMENTS" referring to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(426)	6	Category: All DOCUMENTS RELATING TO any corporate services (e.g. missions, business set up, recruitment, training, advertising) YOU provided to GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the French-American Chamber of Commerce – Los Angeles, a trade network for French and American companies, for "all DOCUMENTS" relating to any "corporate services" provided to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(427)	7	<b>Category:</b> All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, a subpoenant of the French-American Changeles, a trade network for French and American DOCUMENTS" concerning the Asphalt games is in profits of GLSE's sales in California attributable to games and digital car models in-game assets that copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue Chamber of Commerce – Los n companies, for "all relevant to the size of revenue and purchases of the specific Asphalt form the basis of Plaintiff's
		Subpoena to San Diego French-American Chamb	
List No.	Req. No.	Category	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order
(428)	1	<b>Category:</b> All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a



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		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the San Diego French-American Chamber of Commerce, a trade network for French and American companies, for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(429)	2	<b>Category:</b> All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a	
		glse's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to the San Diego Frenchat trade network for French and American company multiple "GAMELOFT" entities (as defined) is irresprofits of GLSE's sales in California attributable to games and digital car models in-game assets that copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue American Chamber of Commerce, nies, for "all DOCUMENTS" sent to levant to the size of revenue and purchases of the specific Asphalt	
(430)	3	Category: All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the San Diego French-American Chamber of Commerce, a trade network for French and American companies, for "all DOCUMENTS" all commercial arrangements with multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(431)	4	Category: All DOCUMENTS reflecting GAMELOFT's role as a member, sponsor, benefactor or supporter of any kind to your organization or to any event YOU organize.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to the San Diego Frenchatrade network for French and American comparts concerning the role of multiple "GAMELOFT" entitles.	elated to the copyright claim and f the economic aspects of revenue American Chamber of Commerce, nies, for "all DOCUMENTS"	



		America Chamber-organized event is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(432)	5	Category: All DOCUMENTS by YOU REFERRING TO GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the San Diego French-American Chamber of Commerce, a trade network for French and American companies, for "all DOCUMENTS" referring to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(433)	6	Category: All DOCUMENTS RELATING TO any corporate services (e.g. missions, business set up, recruitment, training, advertising) YOU provided to GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the San Diego French-American Chamber of Commerce, a trade network for French and American companies, for "all DOCUMENTS" relating to any "corporate services" provided to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.		
(434)	7	<b>Category:</b> All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a	
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the San Diego French-American Chamber of Commerce, a trade network for French and American companies, for "all DOCUMENTS" concerning the <i>Asphalt</i> games is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
		ubpoena to French-American Chamber of Comme		
List No.	Req. No.	Category	Reason Why the Request Is Or Is  Not Encompassed by Judge	



			Chesney's Order
(435)	1	<b>Category:</b> All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the San Francisco French-American Chamber of Commerce, a trade network for French and American companies, for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributate to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(436)	2	Category: All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the San Francisco French-American Chamber of Commerce, a trade network for French and American companies, for "all DOCUMENTS" sent to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(437)	3	<b>Category:</b> All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a
	GLSE's Position: In the context of Judge Chesney's hearing statements that spijurisdiction must be based on contacts that are related to the copyright claim her reference to the "size" of business in terms of the economic aspects of reand profits, a subpoena to the San Francisco French-American Chamber of Commerce, a trade network for French and American companies, for "all DOCUMENTS" all commercial arrangements with multiple "GAMELOFT" entit defined) is irrelevant to the size of revenue and profits of GLSE's sales in Californ the basis of Plaintiff's copyright violation claim.		elated to the copyright claim and f the economic aspects of revenue nch-American Chamber of rican companies, for "all multiple "GAMELOFT" entities (as profits of GLSE's sales in California games and digital car models in-
(438)	4	Category: All DOCUMENTS reflecting GAMELOFT's role as a member, sponsor, benefactor or supporter of any kind to your organization or to any event YOU organize.	Plaintiff's Position: n/a
		<b>GLSE's Position:</b> In the context of Judge Chesney' jurisdiction must be based on contacts that are re	



		her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the San Francisco French-American Chamber of Commerce, a trade network for French and American companies, for "all DOCUMENTS" concerning the role of multiple "GAMELOFT" entities (as defined) at any French-America Chamber-organized event is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(439)	5	Category: All DOCUMENTS by YOU REFERRING TO GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the San Francisco French-American Chamber of Commerce, a trade network for French and American companies, for "all DOCUMENTS" referring to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(440)	6	<b>Category:</b> All DOCUMENTS RELATING TO any corporate services (e.g. missions, business set up, recruitment, training, advertising) YOU provided to GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to the San Francisco French-American Chamber of Commerce, a trade network for French and American companies, for "all DOCUMENTS" relating to any "corporate services" provided to multiple "GAMELOFT" entities (as defined) isirrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(441)	7	Category: All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, a subpoena to the San Diego Frenchatrade network for French and American compact concerning the Asphalt games is irrelevant to the GLSE's sales in California attributable to purchase	elated to the copyright claim and f the economic aspects of revenue American Chamber of Commerce, nies, for "all DOCUMENTS" size of revenue and profits of	



		and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
	Subpoena to Ford			
List No.	Req. No.	Category	Reason Why the Request Is Or Is  Not Encompassed by Judge  Chesney's Order	
(442)	1	Category: ALL DOCUMENTS RELATING TO the Gameloft Advertising Solutions.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Ford, a company that purportedly advertises on GLSE's games, concerning documents relating to third-party advertising involving Gameloft Advertising Solutions is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(443)	2	<b>Category:</b> All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Ford, company that purportedly advertises on GLSE's games for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.		
(444)	3	Category: All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a	
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Ford, company that purportedly advertises on GLSE's games for "all DOCUMENTS" sent to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(445)	4	<b>Category:</b> All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a	
	GLSE's Position: In the context of Judge Chesney's hearing statements that spe jurisdiction must be based on contacts that are related to the copyright claim ther reference to the "size" of business in terms of the economic aspects of rev		elated to the copyright claim and	



		and profits, a subpoena to Ford, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning "any game in the ASPHALT SERIES" is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.			
(446)	5	Category: All DOCUMENTS RELATING TO any ad campaign by GAMELOFT for YOU.	Plaintiff's Position: n/a		
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Ford, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning "any ad campaign" by multiple "GAMELOFT" (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digita car models in-game assets that form the basis of Plaintiff's copyright violation claim.			
(447)	6	<b>Category:</b> All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a		
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Ford, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning all commercial arrangements with multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.			
(448)	7	Category: All DOCUMENTS by YOU RELATING TO GAMELOFT.	Plaintiff's Position: n/a		
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Ford, a company that purportedly advertises on GLSE's games, concerning "all DOCUMENTS" relating to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.			
		Subpoena to Lensa	D Mile II. D		
List No.	Req. No.	Category	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order		



(449)	1	<b>Category:</b> All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Lensa, a human resources company, for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(450)	2	Category: All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Lensa, a human resources company, for "all DOCUMENTS" sent to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(451)	3	<b>Category:</b> All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specifi jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenuand profits, a subpoena to Lensa, a human resources company, for "all DOCUMENTS" concerning all commercial arrangements with multiple "GAMELOFT entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(452)	4	<b>Category:</b> All DOCUMENTS RELATING TO any job postings for GAMELOFT.	Plaintiff's Position: n/a	
	GLSE's Position: In the context of Judge Chesney's hearing statements that jurisdiction must be based on contacts that are related to the copyright of her reference to the "size" of business in terms of the economic aspects of and profits, a subpoena to Lensa, a human resources company, for "all DOCUMENTS" concerning all job postings for multiple "GAMELOFT" entition defined) is irrelevant to the size of revenue and profits of GLSE's sales in Cattributable to purchases of the specific Asphalt games and digital car more game assets that form the basis of Plaintiff's copyright violation claim.		elated to the copyright claim and f the economic aspects of revenue ces company, for "all tiple "GAMELOFT" entities (as rofits of GLSE's sales in California games and digital car models in-	



(453)	5	<b>Category:</b> All DOCUMENTS RELATING TO any candidate responding to any job postings for GAMELOFT.	Plaintiff's Position: n/a	
	GLSE's Position: In the context of Judge Chesney's hearing statements that specification must be based on contacts that are related to the copyright claims her reference to the "size" of business in terms of the economic aspects of real and profits, a subpoena to Lensa, a human resources company, for "all DOCUMENTS" concerning any candidates responding to job postings for mult "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profice. GLSE's sales in California attributable to purchases of the specific Asphalt gand and digital car models in-game assets that form the basis of Plaintiff's copyrigation claim.		elated to the copyright claim and f the economic aspects of revenue ces company, for "all ding to job postings for multiple the size of revenue and profits of so of the specific Asphalt games	
(454)	6	Category: All DOCUMENTS by you RELATING TO GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Lensa, a human resources company, for "all DOCUMENTS" "by YOU" (whatever that means) relating to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(455)	7	<b>Category:</b> All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Lensa, a human resources company, for "all DOCUMENTS" relating to any Asphalt game is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
		Subpoena to Mattel		
List No.	Req. No.	Category	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order	
(456)	1	Category: All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue		



		and profits, a subpoena to Mattel, company that purportedly advertises on GLSE's games for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.		
(457)	2	Category: All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Mattel, company that purportedly advertises on GLSE's games for "all DOCUMENTS" sent to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(458)	3	<b>Category:</b> All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Mattel, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning all commercial arrangements with multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(459)	4	Category: All DOCUMENTS by you REFERRING TO GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Mattel, a company that purportedly advertises on GLSE's games, concerning "all DOCUMENTS" referring to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.		
(460)	5	Category: All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a	
		<b>GLSE's Position:</b> In the context of Judge Chesney' jurisdiction must be based on contacts that are re	_	



her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Mattel, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning "any game in the ASPHALT SERIES" is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.

	that form the basis of Plaintiff's copyright violation claim.				
	Subpoena to McDonald's				
List No.	Req. No.	Category	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order		
(461)	1	<b>Category:</b> ALL DOCUMENTS RELATING TO the Gameloft Advertising Solutions.	Plaintiff's Position: n/a		
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to McDonald's, a company that purportedly advertises on GLSE's games, concerning documents relating to third-party advertising involving Gameloft Advertising Solutions irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.			
(462) 2 Category: All DOCUMENTS YOU re GAMELOFT.		<b>Category:</b> All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a		
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, subpoena to McDonald's, a company that purportedly advertises on GLSE's games for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.			
(463)	3	<b>Category:</b> All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a		
GLSE's Position: In the context of Judge Chesney's hearing statement jurisdiction must be based on contacts that are related to the copyrig her reference to the "size" of business in terms of the economic aspe and profits, a subpoena to McDonald's, a company that purportedly a GLSE's games for "all DOCUMENTS" sent to multiple "GAMELOFT" en defined) is irrelevant to the size of revenue and profits of GLSE's sales attributable to purchases of the specific Asphalt games and digital car game assets that form the basis of Plaintiff's copyright violation claim		elated to the copyright claim and f the economic aspects of revenue by that purportedly advertises on ple "GAMELOFT" entities (as profits of GLSE's sales in California games and digital car models in-			



(464)	4	Category: All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to McDonald's, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning "any game in the ASPHALT SERIES" is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.		
(465)	5	Category: All DOCUMENTS RELATING TO any ad campaign by GAMELOFT for YOU.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to McDonald's, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning "any ad campaign" by multiple "GAMELOFT" (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(466)	6	<b>Category:</b> All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to McDonald's, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning all commercial arrangements with multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(467)	7	Category: All DOCUMENTS by YOU RELATING TO GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to McDonald's, a compart GLSE's games, concerning "all DOCUMENTS" "by relating to multiple "GAMELOFT" entities (as defined)	elated to the copyright claim and f the economic aspects of revenue by that purportedly advertises on YOU" (whatever that means)	



		revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of		
		Plaintiff's copyright violation claim.		
		Subpoena to Mobile Marketing Association		
List No.	Req. No.	Category	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order	
(468)	1	<b>Category:</b> ALL DOCUMENTS RELATING TO the Gameloft Advertising Solutions.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Mobile Marketing Association, a mobile marketing trade association, concerning documents relating to third-party advertising involving Gameloft Advertising Solutions irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(469)	2	<b>Category:</b> All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Mobile Marketing Association, a mobile marketing trade association, for "all DOCUMENTS" concerning "any game in the ASPHALT SERIES" is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(470)	3	<b>Category:</b> All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Mobile Marketing Association, a mobile marketing trade association, for "all DOCUMENTS" concerning all commercial arrangements with multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(471)	4	Category: All DOCUMENTS RELATING TO any	Plaintiff's Position: n/a	



		awards recognizing GAMELOFT.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to Mobile Marketing Association, for "all DOCUMENTS" relating to awa "GAMELOFT" entities (as defined) is irrelevant to GLSE's sales in California attributable to purchase and digital car models in-game assets that form the violation claim.	elated to the copyright claim and f the economic aspects of revenue ociation, a mobile marketing trade ards recognizing multiple the size of revenue and profits of es of the specific Asphalt games
(472)	5	<b>Category:</b> All DOCUMENTS RELATING TO the selection process for any awards recognizing GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Mobile Marketing Association, a mobile marketing trade association, for "all DOCUMENTS" relating to the selection of awards recognizing multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(473)	6	Category: All DOCUMENTS RELATING TO GAMELOFT as a member of the Mobile Marketing Association, Inc.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Mobile Marketing Association, a mobile marketing trade association, for "all DOCUMENTS" relating to the membership of multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
		Subpoena to Netflix	
List No.	Req. No.	Category	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order
(474)	1	<b>Category:</b> ALL DOCUMENTS RELATING TO the Gameloft Advertising Solutions.	Plaintiff's Position: n/a
		<b>GLSE's Position:</b> In the context of Judge Chesney' jurisdiction must be based on contacts that are re	



		her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Netflix, a company that purportedly advertises on GLSE's games, concerning documents relating to third-party advertising involving Gameloft Advertising Solutions irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(475)	2	<b>Category:</b> All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Netflix, a company that purportedly advertises on GLSE's games for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is are irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(476)	3	Category: All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Netflix, a company that purportedly advertises on GLSE's games for "all DOCUMENTS" sent to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(477)	4	<b>Category:</b> All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Netflix, a company that purportedly advertises on GLSE's games for "all DOCUMENTS" concerning "any game in the ASPHALT SERIES" is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(478)	5	Category: All DOCUMENTS RELATING TO any ad campaign by GAMELOFT for YOU.	Plaintiff's Position: n/a	
	GLSE's Position: In the context of Judge Chesney's hearing statements that jurisdiction must be based on contacts that are related to the copyright class her reference to the "size" of business in terms of the economic aspects of		elated to the copyright claim and	



		and profits, a subpoena to Netflix, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning "any ad campaign" by multiple "GAMELOFT" (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(479)	6	<b>Category:</b> All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Netflix, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning all commercial arrangements with multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(480)	7	<b>Category:</b> All DOCUMENTS by YOU RELATING TO GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to McDonald's, a company that purportedly advertises on GLSE's games, concerning "all DOCUMENTS" relating to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
		Subpoena to Smart Recruiters		
List No.	Req. No.	Category	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order	
(481)	1	<b>Category:</b> All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a	
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Smart Recruiters, a human resources company, for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		



(482)	2	Category: All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Smart Recruiters, a human resources company, for "all DOCUMENTS" sent to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(483)	3	<b>Category:</b> All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Smart Recruiters, a human resources company, for "all DOCUMENTS" concerning all commercial arrangements with multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(484)	4	Category: All DOCUMENTS RELATING TO any job postings for GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Smart Recruiters, a human resources company, for "all DOCUMENTS" concerning all job postings for multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.	
(485)	5	Category: All DOCUMENTS RELATING TO any candidate responding to any job postings for GAMELOFT.	Plaintiff's Position: n/a
GLSE's Position: In the context of Judge Chesney's hearing statement jurisdiction must be based on contacts that are related to the copyrigh her reference to the "size" of business in terms of the economic asperand profits, a subpoena to Smart Recruiters, a human resources compocuments" concerning any candidates responding to job postings "GAMELOFT" entities (as defined) is irrelevant to the size of revenue GLSE's sales in California attributable to purchases of the specific Asp		elated to the copyright claim and f the economic aspects of revenue man resources company, for "all ding to job postings for multiple the size of revenue and profits of	



		and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(486)	6	Category: All DOCUMENTS by you RELATING TO GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Smart Recruiters, a human resources company, for "all DOCUMENTS" relating to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(487)	7	<b>Category:</b> All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a	
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Smart Recruiters, a human resources company, for "all DOCUMENTS" relating to any <i>Asphalt</i> game is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
		Subpoena to SpotX		
List No.	Req. No.	Category	Reason Why the Request Is Or Is  Not Encompassed by Judge  Chesney's Order	
(488)	1	Category: ALL DOCUMENTS RELATING TO the Gameloft Advertising Solutions.	Plaintiff's Position: n/a	
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to SpotX, an advertising software company, concerning documents relating to third-party advertising involving Gameloft Advertising Solutions are irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(489)	2	<b>Category:</b> All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a	
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue		



		and profits, a subpoena to SpotX, an advertising software company, for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(490)	3	<b>Category:</b> All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to SpotX, an advertising subpocuments sometimes of GLSE's sales in Calif the specific Asphalt games and digital car models of Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue software company, for "ALL ties (as defined) is irrelevant to the ornia attributable to purchases of
(491)	4	Category: All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to SpotX, an advertising software company, for "all DOCUMENTS") concerning all commercial arrangements with multiple "GAMELOFT" entities (as defined) irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(492)	5	Category: Sufficient DOCUMENTS to describe how SpotX serves targeted video ads to gamers of any games, including any games in the ASPHALT SERIES.	Plaintiff's Position: n/a
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenu and profits, a subpoena to SpotX, an advertising software company, concerning how SpotX serves ads in <i>Asphalt</i> games is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(493)	6	<b>Category:</b> All DOCUMENTS discussing any benefits to GAMELOFT by using SpotX for video	Plaintiff's Position: n/a



		inventory management.	
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reference to the "size" of business in terms of and profits, a subpoena to SpotX, an advertising subpocuments discussing the benefits to multiple by using SpotX is irrelevant to the size of revenue California attributable to purchases of the specific models in-game assets that form the basis of Plai	elated to the copyright claim and f the economic aspects of revenue software company, concerning "all "GAMELOFT" entities (as defined) and profits of GLSE's sales in a c Asphalt games and digital car
(494)	7	<b>Category:</b> Sufficient DOCUMENTS to identify all geographic locations targeted by GAMELOFT or any of its customers.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to SpotX, an advertising software company, concerning all geographic locations targeted by multiple "GAMELOFT" entities (as defined) or any of the multiple "GAMELOFT" entities' "customers" is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(495)	8	Category: Sufficient DOCUMENTS to identify all geographic markers (e.g. age, ethnicity, gender, income, profession, etc.) targeted by GAMELOFT or any of its customers.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to SpotX, an advertising segographic "markers" targeted by multiple "GAN of the multiple "GAMELOFT" entities' "customers revenue and profits of GLSE's sales in California a specific Asphalt games and digital car models in Plaintiff's copyright violation claim.	elated to the copyright claim and f the economic aspects of revenue software company, concerning all IELOFT" entities (as defined) or any is irrelevant to the size of ttributable to purchases of the
(496)	9	Category: All DOCUMENTS by you RELATING TO GAMELOFT.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to SpotX, an advertising subpoenation of DOCUMENTS by SpotX (whatever that means) referribles (as defined) is irrelevant to the size of revenue of the size of the	elated to the copyright claim and f the economic aspects of revenue software company, concerning "all elating to multiple "GAMELOFT"



		California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(497)	10	<b>Category:</b> All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to SpotX, an advertising software company, concerning "any game in the ASPHALT SERIES" irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
		Subpoena to Tesla		
List No.	Req. No.	Category	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order	
(498)	1	<b>Category:</b> All DOCUMENTS YOU received from GAMELOFT.	Plaintiff's Position: n/a	
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Tesla, company that purportedly advertises on GLSE's games for "all DOCUMENTS" received from multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.		
(499)	2	Category: All DOCUMENTS YOU sent to GAMELOFT.	Plaintiff's Position: n/a	
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Tesla, company that purportedly advertises on GLSE's games for "all DOCUMENTS" sent to multiple "GAMELOFT" entities (as defined) is are irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.		
(500)	3	<b>Category:</b> All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a	
		<b>GLSE's Position:</b> In the context of Judge Chesney' jurisdiction must be based on contacts that are re	•	



		her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Tesla, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning all commercial arrangements with multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(501)	4	Category: All DOCUMENTS by you REFERRING TO GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Tesla, a company that purportedly advertises on GLSE's games, concerning "all DOCUMENTS" referring to multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models ingame assets that form the basis of Plaintiff's copyright violation claim.		
(502)	5	Category: All DOCUMENTS RELATING TO any game in the ASPHALT SERIES.	Plaintiff's Position: n/a	
		<b>GLSE's Position:</b> In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to Tesla, a company that purportedly advertises on GLSE's games, for "all DOCUMENTS" concerning "any game in the ASPHALT SERIES" is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific <i>Asphalt</i> games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
		Subpoena to UBM		
List No.	Req. No.	Category	Reason Why the Request Is Or Is Not Encompassed by Judge Chesney's Order	
(503)	1	Category: All DOCUMENTS RELATING TO GAMELOFT in any role at each of the annual Game Developer Conferences, including as speakers, in any capacity (e.g. lecture, tutor, expert, etc.), sponsors, partners, and/or exhibitors.	Plaintiff's Position: n/a	
jurisdiction must be based on contact her reference to the "size" of busines and profits, a subpoena to UBM, a co		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to UBM, a company that "all DOCUMENTS" concerning any role multiple "	elated to the copyright claim and f the economic aspects of revenue organizes gaming conferences, for	



		have taken at a gaming conference is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(504)	2	Category: All DOCUMENTS RELATING TO any media coverage, including interviews, of GAMELOFT at each of the annual Game Developer Conferences.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to UBM, a company that "all DOCUMENTS" concerning any media coverage (as defined) at a gaming conference is irrelevant of GLSE's sales in California attributable to purchast and digital car models in-game assets that form the violation claim.	elated to the copyright claim and f the economic aspects of revenue organizes gaming conferences, for the of multiple "GAMELOFT" entities to the size of revenue and profits ases of the specific Asphalt games
(505)	3	Category: All DOCUMENTS RELATING TO any attendees (e.g., programmers, artists, producers, game designers, audio professionals, business decision-makers or others involved in the development of interactive games) from GAMELOFT at each of the annual Game Developer Conferences.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to UBM, a company that organizes gaming conferences, for "all DOCUMENTS" concerning attendance by multiple "GAMELOFT" entities (as defined) at a gaming conference is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.	
(506)	4	Category: All DOCUMENTS RELATING TO the Gameloft Advertising Solutions at any of the annual Game Developer Conferences.	Plaintiff's Position: n/a
		GLSE's Position: In the context of Judge Chesney' jurisdiction must be based on contacts that are reher reference to the "size" of business in terms of and profits, a subpoena to UBM, a company that "all DOCUMENTS" concerning Gameloft Advertising conference is irrelevant to the size of revenue and	elated to the copyright claim and f the economic aspects of revenue organizes gaming conferences, for ng Solutions at a gaming



		California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(507)	5	Category: All DOCUMENTS RELATING TO any game in the ASPHALT SERIES at any of the annual Game Developer Conferences.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to UBM, a company that organizes gaming conferences, for "all DOCUMENTS" concerning any Asphalt game "at" a gaming conference (whatever that means) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(508)	6	Category: All DOCUMENTS RELATING TO any commercial arrangement, including contracts, between YOU and GAMELOFT.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to UBM, a company that organizes gaming conferences, for "all DOCUMENTS" concerning all commercial arrangements with multiple "GAMELOFT" entities (as defined) is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(509)	7	Category: All DOCUMENTS by YOU RELATING TO any awards recognizing GAMELOFT at any Game Developer Conference.	Plaintiff's Position: n/a	
		GLSE's Position: In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to UBM, a company that organizes gaming conferences, for "all DOCUMENTS" concerning any awards to multiple "GAMELOFT" entities (as defined) at a gaming conference is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.		
(510)	8	Category: All DOCUMENTS RELATING TO the selection process for any awards recognizing GAMELOFT at any Game Developer Conference.	Plaintiff's Position: n/a	



**GLSE's Position:** In the context of Judge Chesney's hearing statements that specific jurisdiction must be based on contacts that are related to the copyright claim and her reference to the "size" of business in terms of the economic aspects of revenue and profits, a subpoena to UBM, a company that organizes gaming conferences, for "all DOCUMENTS" concerning any awards to multiple "GAMELOFT" entities (as defined) at a gaming conference is irrelevant to the size of revenue and profits of GLSE's sales in California attributable to purchases of the specific Asphalt games and digital car models in-game assets that form the basis of Plaintiff's copyright violation claim.

Very truly yours,

/s/ Eliot Hudson\_

Eliot Hudson DLA Piper LLP (US) Attorney for Gameloft SE

\_\_\_\_/s/Q. Huy Doan Do\_\_\_\_ Q. Huy Doan Do Kyzen Law PC Attorney for Glass Egg Digital Media Limited